REPORT OF THE

EXECUTIVE POLICY COMMITTEE

DATED FEBRUARY 22, 1995

On motion of Her Worship Mayor Thompson, the rule was suspended and the Report of the Executive Policy Committee dated February 22, 1994, was considered.

Her Worship The Mayor and Councillors:

1999 Pan American Games Funding Agreement and Host City Agreement
File GC-8.9 (Vol. 1)

472 - 1. The Executive Policy Committee has been advised that the City's elected officials and all City Departments will have increasingly greater interest in the 1999 Pan Am Games (the "Games") as this very special event approaches. This preliminary report addresses communication, planning and coordination with the City structure. It also provides an outline of the proposed Pan Am Games Funding Agreement and a preliminary analysis of budget impact.

HOST SOCIETY

After consulting with the Canadian Olympic Association (the "COA") as well as Federal and Provincial elected officials, the Mayor has recently announced that H. Sanford Riley will be the Chair of Pan Am Games Society (WPG 1999) Inc. (the "Host Society").

The organizational structure of the Host Society can generally be described as follows:

1. A Board of Directors comprised of private sector leaders and appointed designates of COA and the three levels of government.

2. Officers as appointed by the Board of Directors.

3. A number of Standing Committees (non-exhaustive, yet to be confirmed)

    Executive
    Finance and Audit
    Risk Management
    Operations
    Sport
    Facilities
    Volunteers
    Festival
    Promotions & Marketing
    Special Events & Protocol
    Media & Broadcasting

At the moment, the City has identified two staff members who will be seconded as Vice-Presidents to Standing Committees of the Host Society, namely, Mrs. Lea Frame will serve as Vice-President of the Committee on Volunteers and Mr. Mike Sterdan will serve as Vice-President of the Committee on Facilities. Initially, these two secondments will be on a part-time basis at a date to be determined, and they will assume a full-time commitment as part of the City's services in kind contribution to the Games.

The specific roles and responsibilities of these Committees will be defined by the Host Society. While the day to day work associated with the organization of the Games will be conducted by the Standing Committees, the Board of Directors (which shall include all Committee Chairs) will serve as the central body for direction setting an overall coordination.

Report of the Executive Policy Committee dated February 22, 1995

The staff structure of the Games will be headed by a President and Executive Vice-President, who will be employees of the Host Society. In addition, Vice-Presidents will eventually be assigned to each of the Standing Committees in order to provide professional support. Staffing levels will be kept to an absolute minimum initially but gradually increased as there is justification.

The Bid City Agreement for the 1999 Pan Am Games authorized by Council in November of 1992 and executed December 5, 1992, makes the City and the Host Society responsible for all commitments, obligations or undertakings (including financial matters) in relation to the Games. It is intended that the Host Society, by Agreement, will assume the City's responsibilities but notwithstanding such Agreement, the reporting relationship of the Host Society to City Council will be defined in the Funding Agreement now being negotiated.

COORDINATING COMMITTEE

The Funding Partners, Canada, Manitoba and Winnipeg, together with the Host Society, will create a body known as the "Coordinating Committee" with each of them appointing one representative to sit on such Committee and Winnipeg will appoint a secretary to the Committee. The secretary will attend all Committee meetings and prepare and circulate minutes of such meetings to all Committee members and members of the Board of the Host Society. The purpose of the Coordinating Committee is to make recommendations to the Funding Partners in order to facilitate effective coordinated planning and communication amongst all parties and to coordinate financial transactions. This Committee has no decision making authority. It is also the responsibility of the Coordinating Committee to secure the approvals of each Funding Partner on behalf of the Host Society; to provide the primary means of communication among the parties with respect to the Funding Agreement and to undertake such other tasks as may be assigned by the parties to the Funding Agreement.

It is intended that the Coordinating Committee meet at least quarterly, or more frequently if necessary, with the Chair rotating among its members. Exceptional meetings may be called by any party and in order to proceed, all parties must be represented.

A FUNDING AGREEMENT WITH THE HOST SOCIETY

The first key issue to be addressed is finalization of a Funding Agreement in advance of the upcoming Pan Am Games in Argentina (March, 1995). This will require documentation of the proposed financial arrangements and budget forecasts. A draft Funding Agreement dated February 17, 1995 is outlined in Schedule "A". This draft Agreement will provide an overview of all aspects related to the organization of the Games as they are understood at this time. Issues from financing to protocol are addressed. The timetable for completion of the Agreement is as follows:

Final Draft:	February 8, 1995
Council Seminar:	February 20, 1995
Council Approval:	February 22, 1995.

The Funding Agreement will be contingent upon the City, the Host Society and COA completing a Host City Agreement which requires the Host Society and the City to assume the responsibilities set out in the Bid City Agreement. As indicated earlier, it is intended that the Host Society assume all such responsibilities on behalf of the City.

COUNCIL

All information respecting the Games will formally flow through a Coordinating Committee (established under the Funding Agreement) to Council. An internal City coordinating team will be established by the Chief Commissioner. The Host Society will be required to provide financial and management reports on a prescribed schedule or as may be required to reflect changes or anticipated changes from approved budgets.

BUSINESS PLAN

The Host Society will prepare a Business Plan which will be submitted to and approved by resolution of its Board of Directors and provided to the Funding Partners (Canada, Manitoba and Winnipeg) by October 1, 1995 and approved by the Funding Partners by November 15, 1995 or such other date as the Funding Partners may agree upon. The Business Plan will plan for the organizing, financing and carrying out of the Games and the fulfilment of the other responsibilities of the Host Society under the terms of this Agreement.

Report of the Executive Policy Committee dated February 22, 1995

The Host Society will provide Canada, Manitoba and Winnipeg through the Coordinating Committee with updates to the Business Plan, including forecasts of revenues and expenses. This reporting is to be presented to Canada, Manitoba and Winnipeg on an ongoing basis, at least every six months. However, any substantial deviation from the Business Plan which might have substantial financial implications for the Funding Partners will be immediately reported (in writing) to them by the Host Society.

BUDGET

The total games budget is anticipated to be approximately $119,000,000.00 (1994 dollars). Of this total, $70,500,000.00 is expected from governments in capital, cash or gifts (services) in kind. The Federal share is $37,000,000.00; the Provincial Share is $23,500,000.00; and the City's share is $10,000,000.00.

Subject to detailed negotiation of cash flow and designation of specific funding needs, a very preliminary forecast of the impact of the City's budget is as follows:

YEAR	CAPITAL	CASH	IN KIND
1995	$ 1,000,000	$ 200,000* (see Note #1)	$ 175,000
1996	1,000,000	800,000	275,000
1997	1,000,000	1,500,000	275,000
1998	1,000,000	1,500,000	275,000
1999	-------	-------	1,000,000
TOTAL	4,000,000	$ 4,000,000	$ 2,000,000

Financial and management status reports will be provided by the Host Society to Council, through the Coordinating Committee on a regular basis.

*Note #1: The City has provided the Host Society with $200,000 to date.

The Executive Policy Committee recommends:

I. That the Pan American Games Funding Agreement and the Host City Agreement be approved substantially in the forms as outlined in Schedules "A" and "B" respectively.

II. That the Proper Officers of the City to all things necessary to implement the intent of the foregoing.

Moved by Her Worship Mayor Thompson,
Adoption of the clause.

The motion for the adoption of the clause was put and declared carried.

(See Minute No. 502 for attachments)

REPORT OF THE

EXECUTIVE POLICY COMMITTEE

FEBRUARY 8, 1995

On motion of Her Worship Mayor Thompson, the Report of the Executive Policy Committee dated February 8, 1995, was considered clause by clause.

Moved by Her Worship Mayor Thompson,
That the Consent Agenda, Clauses 1,2,3,4,5,6 and 7 be adopted.

Councillor Clement requested that Clause 7 be pulled from the Consent Agenda.

The motion to adopt the Consent Agenda, Clauses 1,2,3,4,5 and 6 was put and declared carried.

Her Worship The Mayor and Councillors:

Appointment to Employee Benefits Board
Files GU-3.9 (Vol. 15) & GC-7 (Vol. 24)

473 - 1. The Executive Policy Committee has been advised that the Employee Benefits Board has thirteen members, seven appointed by City Council, and six appointed by member employee groups. With the retirement of Mel Shibley on January 6, 1995, one position filled by Council appointment became vacant.

The current Council appointees are Councillor John Angus, Bill Carroll (Commissioner of Works and Operations), Lea Frame, Rick Borland (Director of Transit), Jim Linton (Director of Hydro), Ken Hayes (Manager of Financial Services).

The Executive Policy Committee recommends that Ms Leslie King, incoming Director of Social Services, be appointed to the Employee Benefits Board.

Adopted by consent.

1995 Electricity Rate Schedule
File HR (Vol. 6)

474 - 2. The City of Winnipeg Act requires City Council approval of the rate or price for the sale of electricity within Winnipeg Hydro's distribution area.

To meet the requirements of The City of Winnipeg Act, Manitoba Hydro and Winnipeg Hydro rates have been equalized since August 1, 1973. An agreement dated April 1, 1976 provided that, should an adjustment in rates be required, Manitoba Hydro would prepare a revised rate schedule and submit it to the City at least ninety days prior to implementation. Any disagreements would be resolved through discussions between the parties or through arbitration by the Public Utilities Board (P.U.B.).

In 1994, the P.U.B., following a public hearing, issued an order permitting Manitoba Hydro to increase rates on average by 1.2% on April 1, 1994, and a further 1.2% on April 1, 1995. This is the first time that the P.U.B. has approved rate increases for a two year period.

On April 1, 1994, the first average rate increase of 1.2% was implemented by both Winnipeg Hydro and Manitoba Hydro. The second 1.2% increase is to be implemented on a pro rata basis for meter readings taken on or after April 1, 1995. The adjustment would be based on a 30-day meter reading period.

Bills based on meter readings taken on April 2, 1995 would be calculated using 1/30 at the new rate and 29/30 at the current rate; April 3, using 2/30, etc. The proposed Schedule of Monthly Electricity Rates for 1995 is outlined in Appendix "A".

Report of the Executive Policy Committee dated February 8, 1995

With the P.U.B.'s approval, the proposed rate increase has not been applied across the board. Manitoba Hydro has distributed the rate increase by customer class based on its costs to provide electrical service to each class of customer. Bill comparisons, as outlined in Appendix "B", illustrate that the impact of the 1995 electricity rates on Winnipeg Hydro customers will vary depending upon the type of customer (eg. Residential versus General Service), monthly energy consumption and demand load (for General Service demand billed customers). The bill comparisons exclude tax considerations.

From the bill comparisons for Winnipeg Hydro customers, it is seen that monthly residential bills will increase between 0.98% and 2.16% depending on monthly consumption. A typical Winnipeg Hydro residential customer using 400 kW.h of electricity per month can expect an increase of 1.28% or $0.34 per month and an average monthly bill of $26.84.

Rates for the General Service classification vary according to the electrical service used by the customer. The bill comparisons for Winnipeg Hydro customers shows that the rate increase for the General Service demand customer (51 kV.A and larger) ranges from 0.29% to 2.19% (the average increase being about 1.09%). However, a typical Winnipeg Hydro General Service small-single phase customer using 1000 kW.h of electricity per month can expect a decrease of 0.35% or $ 0.27 per month and an average monthly bill of $75.95. A decrease in the first block (1090 kW.h) rate has been applied by Manitoba Hydro to more accurately reflect its cost to service the Small General Service customer.

This rate increase will result in Winnipeg Hydro's revenue increasing in 1995 by an estimated $1.0 million. This increase was included in the Department's 1995 operating estimates, adopted by Council on December 13, 1994.

Included in the rate schedule (Appendix "A") is a 3.0% average increase in water tank rental rates which is required to cover the cost of providing this service. Manitoba Hydro does not rent water tanks and consequently, has no rate schedule for this type of service.

The new rate schedule will be sent to all customers.

On February 7, 1995, the Committee on Works and Operations considered this matter and concurred in the 1995 Electricity Rate Schedule.

Your Executive Policy Committee recommends:

I. That the rate schedule, as outlined in Appendix "A", for electricity having received Public Utilities Board approval, be adopted for implementation on April 1, 1995 and that all billings based on meter readings on or after April 1, 1995 be adjusted on a pro rata basis to reflect the new rates as of that date.

II. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing.

A copy of Appendix "A" referred to in the above clause is on file in the office of the City Clerk.

Adopted by consent.

Amendment to By-laws Governing Business Improvement Zones
File FL-7 (Vol. 4)

475 - 3. The Executive Policy Committee has been advised that on January 10, 1995, the City Centre Community Committee held public meetings to review the proposed program, zone levy and budget estimates for the Business Improvement Zones located within the City Centre Community area.

The Community Committee noted that pursuant to the requirements of Section 17(2) of the various by-laws designating the Business Improvement Zones and establishing a Management Board the Community Committee is required, inter alia, to "conduct a public meeting to hear representations in respect to the Board's proposed program, zone levy and budget estimates.....".

Report of the Executive Policy Committee dated February 8, 1995

The Community Committee indicated that inasmuch as the Councillor representing the area was normally a member of the Business Improvement Zone Board and was familiar with the proposed program, zone levy and budget estimates it appeared to be unnecessary for the Community Committee to require a member(s) of the Zone to appear before the Community Committee and make a formal presentation.

The Community Committee subsequently passed the following motion:

THAT the City Centre Community Committee recommend to Executive Policy Committee that the requirement to hear representations in person, with respect to Business Improvement Zones proposed programs, zone levies and budget estimates be discretionary; and

THAT Section 17(2) of the by-law governing each Business Improvement Zone be amended to reflect that said requirement is discretionary and may be waived by the Community Committee.

The Executive Policy Committee concurs in the recommendation of the City Centre Community Centre and recommends:

I. That Section 17(2) of the by-law governing each Business Improvement Zone be amended to reflect that the requirement to hear representations in person, with respect to Business Improvement Zones proposed programs, zone levies and budget estimates be discretionary; and may be waived by the Community Committee.

II. That the Acting City Solicitor be requested to prepare the necessary amending by-law(s) to implement the intent of the foregoing.

Adopted by consent.

North Main Business Improvement Zone - Proposed Program, Zone Levy and Budget Estimates - 1995 File FL-7.10 (Vol. 1)

476 - 4. On November 17, 1993, Council adopted By-law No. 6220/93 being a By-law of The City of Winnipeg to designate a Business Improvement Zone to be known as the "North Main Business Improvement Zone" and to establish a Management Board for the Zone.

The Management Board is required under the terms of the aforesaid By-law to prepare for submission to Council on or before October 31 in each year, its proposed program, zone levy and budget estimates.

On October 24, 1994, the North Main Business Improvement Zone held its Annual General Meeting and approved the Zone's proposed budget and programs for 1995. On December 14, 1994, Council requested the Lord Selkirk-West Kildonan Community Committee to conduct a public meeting to hear representations with respect to the proposed program, zone levy and budget estimates for the year 1995 and to provide recommendations to Council within 60 days of receipt of the request of Council.

On January 17, 1995, the Lord Selkirk-West Kildonan Community Committee considered the North Main Business Improvement Zone - proposed program, zone levy and budget estimates for 1995 and passed the following motion:

WHEREAS a public meeting to review the proposed program, zone levies and 1995 budget estimates for the North Main Business Improvement Zone was duly advertised in The Winnipeg Free Press and The Winnipeg Sun on Tuesday, January 3, 1995, in accordance with Section 17 of By-law No. 6220/93;

AND WHEREAS no objections were received in respect to the proposal;

THEREFORE BE IT RESOLVED that the Lord Selkirk-West Kildonan Community Committee unanimously recommend to Executive Policy Committee that the proposed program, zone levy and budget estimates for the North Main Business Improvement Zone, as adopted, be ratified by the Executive Policy Committee and City Council. AND FURTHER THAT the following be appointed as members of the Management Board of the North Main Business Improvement Zone for the term expiring January, 1997:

Report of the Executive Policy Committee dated February 8, 1995

Joe Sawtus *Christina Semaniuk* *Ted Sobieski*

The Executive Policy Committee recommends:

I. That the proposed program, zone levy and budget estimates for the North Main Business Improvement Zone for the year 1995 be adopted.

II. That Joe Sawtus, Christina Semaniuk, Ted Sobieski be appointed as members of the Management Board of the North Main Business Improvement Zone for the term expiring January, 1997.

III. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing.

Adopted by consent.

Proposed Mandate of the Airport Vicinity Development Advisory Committee
File EP-1.1(PW 1/92) (Vol. 10)

477 - 5. The Executive Policy Committee has been advised that the original Airport Vicinity Development Plan mandate was based on compatible land use planning in the vicinity of the airport, designed to protect the long term 24 hour operation of the Winnipeg International Airport while promoting compatible economic development in the surrounding area. The Airport Vicinity Development Advisory Committee's mandate carries the Airport Plan from a land use planning function into a development phase. The revised mandate enables AVDAC to act in an advisory capacity, to co-ordinate, provide consensus, advocate...but not to direct strategic land use development initiatives.

The Airport Vicinity Development Advisory Committee's mandate is based upon implementation of the Winnipeg Airport Vicinity Development Plan.

The City of Winnipeg is to play the lead role in co-ordinating the strategic implementation of the AVDP.

The Executive Policy Committee recommends:

I. That the proposed name "Airport Vicinity Development Advisory Committee (AVDAC)" be approved.

II. That the purpose of the Airport Vicinity Development Advisory Committee shall be to provide a structured forum which permits all interested parties to exchange information, and provide advice to each other and to City Council on the future developments that relate to the Winnipeg International Airport and its surrounding area.

III. That the mandate of the Airport Vicinity Development Advisory Committee shall be to:

a) promote and monitor the implementation of AVDP strategies designed to protect the 24 hour operation of the airport;
b) provide a forum for parties interested in airport related development initiatives;
c) promote involvement and encourage dialogue with adjacent residential communities to support citizen participation;
d) advise Executive Policy Committee on appropriate planning and decision-making re land use issues and development interests related to the airport vicinity;
e) provide opportunities for governments/private sector interests to participate on the AVDAC;
f) serve as a clearing house for airport-related development initiatives;
g) co-ordinate and review all development initiatives related to the airport (eg. NHDA, West Side Containerport Initiative, CPR Land Designation, etc.).

IV. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing.

Adopted by consent.

Report of the Executive Policy Committee dated February 8, 1995

Composition of the Airport Vicinity Development Advisory Committee
File EP-1.1(PW 1/92) (Vol. 10)

478 - 6. The Executive Policy Committee has been advised that the strength of the original Airport Vicinity Development Plan Steering Committee was based on the fact that all vested interests held membership on the Committee, with no particular authority. All members had a common objective - protect the airport's 24 hour operation and promote compatible economic development in the surrounding area.

Critical to achieving consensus throughout the implementation phase of the Airport Vicinity Development Plan is an expanded Airport Vicinity Development Advisory Committee membership which incorporates air, rail and trucking development interests along with west side of the Winnipeg International Airport landowner representation. Expanded Provincial representation via the Departments of Highways and Transportation, Rural Development and possibly Industry Trade and Tourism will occur to ensure all vested interests work together to accomplish AVDAC's advisory role.

The Executive Policy Committee recommends:

I. That the AVDAC be a sub-committee of Executive Policy Committee and the Chairperson shall be a member of/and appointed by the Executive Policy Committee.

II. That the membership of the Committee be as follows:

Chairperson:	Deputy Mayor George Fraser
City of Winnipeg:	Planning Committee Chairperson: Councillor Mike O'Shaughnessy Board of Commissioners: Commissioner Tom Yauk Business Liaison & Intergovernmental Affairs: Doug Kalcsics Land and Development: Joe Rogowski Streets and Transportation/TransPlan: Roman Manastersky
R.M. of Rosser:	Deputy Reeve: Councillor Jack Oatway
Province of Manitoba:	Urban Affairs: Vernon DePape Rural Development: Ed Sawatzky
Federal Government:	Winnipeg International Airport: Lynn Bishop/Warren Thompson Western Economic Diversification: Catherine Davison
Transport Institute (University of Manitoba):	Dr. Barry Prentice
CFB Winnipeg (17 Wing):	Lt. Colonel Lee Smith
Community Representation:	Vice-Chair Winnipeg Airport Authority: The Honourable Otto Lang Winnipeg Airport Authority: Fred Fulcher Winnipeg Chamber of Commerce: Colin Taylor Winnipeg 2000: Klaus Thiessen Winnport Logistics Ltd.: Gordon Johnstone Manitoba Federation of Labour representative YWG Noise Management Committee Representative Citizen at large

III. That new Committee Members be recommended on an invitation basis. (Committee anticipates that the scope of membership will broaden as issues present themselves. AVDAC will add members as the need arises.)

Report of the Executive Policy Committee dated February 8, 1995

IV. That Administrative support shall be determined by the Board of Commissioners of the City of Winnipeg in consultation with the AVDAC and the Executive Policy Committee.

V. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing.

Adopted by consent.

By-law No. 6559/95 - A By-law of The City of Winnipeg to amend the Amusement Tax By-law No. 3107/81
Files (FE 1995) & FL-6(Vol. 11)

479 - 7. Council at its reconvened meeting held on January 26, 1995, referred back to the Executive Policy Committee, By-law No. 6559/95, being a By-law of The City of Winnipeg to amend the Amusement Tax By-law No. 3107/81, to eliminate the 5% commission paid to businesses and organizations collecting and remitting amusement tax on behalf of the City.

For the information of Council, the By-law amendment was required as a result of Council's decision, in approving the 1995 Current Estimates, to eliminate the 5% commission, thereby increasing the net amusement tax revenue by approximately $100,000.00 per annum, commencing in 1995.

The effect on those businesses and organizations collecting and remitting amusement tax would be a 100% reduction in revenue from commissions relating to the collection of amusement tax. Winnipeg Enterprises would not be affected as that organization receives a payment of all net amusement tax collected for events held in its facilities.

The By-law has been duly certified by the Acting City Solicitor and the City Treasurer.

The Executive Policy Committee therefore recommends:

I. That By-law No. 6559/95, being a By-law of The City of Winnipeg to amend the Amusement Tax By-law No. 3107/81 be adopted by Council.

II. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing

Moved by Her Worship Mayor Thompson,
Adoption of the clause.

Carried.

Councillors Clement and Hyman asked to be recorded as having voted against the clause, in accordance with Rule 50.7 of the Procedure By-law.

REPORT OF THE

EXECUTIVE POLICY COMMITTEE

FEBRUARY 15, 1995

On motion of Her Worship Mayor Thompson, the Report of the Executive Policy Committee dated February 15, 1995, was considered clause by clause.

Moved by Her Worship Mayor Thompson,
That the Consent Agenda, Clauses 1,2,3,4,5,6,7 and 8 be adopted.

Councillor Clement requested that Clause 3 be pulled from the Consent Agenda.

Councillor Golden requested that Clause 4 be pulled from the Consent Agenda.

Councillor Prystanski requested that Clause 5 be pulled from the Consent Agenda.

The motion to adopt the Consent Agenda, Clauses 1,2,6,7 and 8 was put and declared carried.

Her Worship The Mayor and Councillors:

Rationalization of the Provision of Public Health Services in the City of Winnipeg
File EH-1 (Vol. 18)

480 - 1. The Executive Policy Committee on December 7, 1994 and on January 11, 1995 laid over Clause 1 of the Report of the Committee on Planning and Community Services dated November 22, 1994 relative to the following notice of motion for the delivery of services by the Health Department, namely:

> *That the Committee on Planning and Community Services recommends that the City extend its responsibility for delivery of services by the Health Department for the entire City and enter into a discussion with the Province of Manitoba regarding financing and options for same;*
>
> *And that subsequent to Council's review, the Administration be directed to develop a position including financial arrangements to accomplish the above,*

and to request additional information from the Administration.

The Executive Policy Committee has been advised that prior to the creation of Unicity in 1972, the City of Winnipeg was responsible for the delivery of public health services to its residents while the Province provided these services to the residents of the other 11 municipalities within Metropolitan Winnipeg. This division of service responsibilities was maintained after formation of Unicity, with the intent that the services would be amalgamated under a single jurisdiction at a future time. Since then, numerous task forces and committees have attempted to resolve the issue of which jurisdiction and which services. All reports and recommendations are however, in agreement that resolution must occur. To date, no process to accomplish this has been put in place.

The most recent review of split jurisdiction was carried out by a committee chaired by Urban Affairs, with membership including the provincial departments of Environment, and Health. The City was represented by members of the Health Department and the Board of Commissioners. This Committee conducted a comprehensive review of public health services in Winnipeg and other jurisdictions. This Committee's report was tabled in September, 1991. The City has requested that its recommendations be considered. To date, however, this report still awaits a response from Manitoba Health and Manitoba Environment.

The 1991 Report of the Provincial/City Health Services Rationalization Committee: Rationalizing Public Health Services Delivery in Winnipeg did not ascribe delivery responsibilities to a specific jurisdiction, but rather raised the matter of cost and function relative to city-wide delivery. Notwithstanding that the 1991 report is over 3 years old, and a number of circumstances have changed since the tabling of the 1991 report, i.e. downsizing in both The City of Winnipeg and the Province of Manitoba, the method of payment for the dental program, etc., administration is of the opinion that this report be utilized as the basis for further dialogue with the Province of Manitoba.

Report of the Executive Policy Committee dated February 15, 1995

The Executive Policy Committee recommends:

I. That the City of Winnipeg enter into discussions with the Province of Manitoba over the rationalization of the provision of Public Health Services.

II. That the Proper Officers of the City do all things necessary to implement the intent of the foregoing.

Adopted by consent.

Downtown Winnipeg Business Improvement Zone - Appointment of Members to the Management Board
File FL-7.4 (Vol. 5)

481 - 2. On January 25, 1989, Council adopted By-law No. 5080/89, being a By-law of The City of Winnipeg to designate a Business Improvement Zone to be known as the Downtown Winnipeg Business Improvement Zone. Clause 13 (5) of By-law No. 5080/89 states as follows:

> (5) Where a member ceases to be a member of the Board before expiration of the designated term, Council may appoint another eligible person for the unexpired portion of the term following receipt of a nomination from the Board.

On December 12, 1994 the Downtown Winnipeg Business Improvement Zone, accepted the resignation of Mr. Dan Sawchuk, from the Management Board of the Downtown Winnipeg Business Improvement Zone. Mr. Sawchuk had been elected to a two year term which would have ended December 31, 1996.

The Downtown Winnipeg Business Improvement Zone's Management Board during its meeting of December 12, 1994 nominated Mr. Peter Henry of Hanford Drewitt, 354 Broadway, to serve the remainder of Mr. Sawchuk's term on the Board.

The Executive Policy Committee therefore recommends that Mr. Peter Henry be appointed as a member of the Management Board of the Downtown Winnipeg Business Improvement Zone for a term expiring December 31, 1996.

Adopted by consent.

Free Metered Parking on Saturdays
File ST-2 (Vol. 20)

482 - 3. On December 14, 1994, Council adopted Clause 2 of Report "A" of the Executive Policy Committee dated December 7, 1994, relative to Centre Plan, which recommends in part "that free-metered parking on Saturdays (two hour limitation) in the downtown area be established".

Free parking at meters on Saturday was first approved by Council on October 19, 1983. On February 9, 1991, Council discontinued Free Saturday Parking as part of a program to provide a $50,000 grant in 1991 and in 1992 to the Downtown Business Improvement Zone and to postpone to July 1, 1992, an increase in the parking meter rate from 75¢ to $1.00 per hour.

There are approximately 2,300 on-street parking meters in the City with approximately 85% being contained within the Downtown Area. To avoid confusion to motorists, free metered parking on Saturdays should be uniformly available at all the City's on-street metered spaces and the off-street metered lot at Osborne Street and Stradbrook Avenue, rather than just the Downtown Area.

Report of the Executive Policy Committee dated February 15, 1995

To apprise on-street parkers of the free aspect on Saturdays, it is intended to affix black and red decals indicating "Free Parking on Saturday - 2 Hour Limit 09:00 - 15:30" to each meter and to replace the internal information plate which states the days and hours of operation with an amended version. It is estimated that 4 - 6 weeks are required to order/acquire and install the necessary decals and information plates. Hence, Free Saturday Parking could not begin before mid-February, 1995. The Downtown BIZ contemplates a February 25th start date.

A newspaper advertising campaign to inform motorists officially of the free Saturday parking is estimated to cost $5,000. There is no provision for same in the 1995 Streets and Transportation Department Current Budget. It is therefore recommended that CentrePlan undertake such an advertising campaign liaising with the Streets and Transportation Department as to timing, etc. This would be independent of any related BIZ advertising.

The 1995 Current Estimates were approved by Council with an expectation that parking meters will generate approximately $2,200,000 in revenue for 1995. It is estimated that each Saturday generates approximately $5,200 in parking meter revenue. Hence, with free Saturday parking between (and including) February 25, 1995 and December 30, 1995, there will be a meter revenue shortfall of approximately $234,000. In the event that free Saturday parking were restricted to the Downtown Area, revenue losses would be reduced to approximately $200,000.

The Winnipeg Police Service advises that enforcement of a two hour free time limit will not be as effective as enforcement of metered time limits. As such, a significant reduction in proceeds from parking violation notices can be expected due to free Saturday parking.

It should be noted that under Section 10 of Parking Meter By-law No. 820/74, it is not necessary for Council to amend this By-law but need only pass a resolution to effect free Saturday metered parking, which in effect occurred on December 14, 1994.

It should also be noted that the proposed ads must encourage motorists to check for the black and red decal when parking on Saturdays. Not all parking meters are City-owned, and this circumstance created some problems during the previous period of free Saturday parking.

The Executive Policy Committee recommends:

I. That the program approved by Council on December 14, 1994 to provide free metered parking on Saturdays on streets in the Downtown Area be extended to include all on-street metered spaces in Winnipeg, and the off-street metered lot at Osborne Street and Stradbrook Avenue.

II. That the free metered parking on Saturdays take effect on February 25, 1995.

III. That the CentrePlan budget finance a publicity campaign respecting free metered parking on Saturdays at an estimated cost of approximately $5,000.

IV. That the Proper Officers of the City of Winnipeg be authorized to do all things necessary to implement the intent of the foregoing.

Moved by Her Worship Mayor Thompson,
Adoption of the clause.

The Speaker called the Deputy Speaker, Councillor Reese, to the Chair in order to participate in the debate.

The motion for the adoption of the clause was put and declared carried.

1995 Civic Election - Electronic Systems
RFP Response Evaluation GK-2 (Vol. 19)

483 - 4. Council, at its meeting held on December 14, 1994, adopted Clause 3 of Report "A" of the Executive Policy Committee, dated December 7, 1994, which directed that the City Clerk prepare a request for proposals (RFP) for automated voting systems to be utilized in the 1995 Civic Election. The RFP closed on February 7, 1995, with three submissions being received, two of which met the terms of the request.

Report of the Executive Policy Committee dated February 15, 1995

During the October 1992 Civic Election, several concerns were raised by voters and candidates about existing election procedures and requirements under Provincial legislation. Of particular concern to the Returning Officer were the criticisms relating to the time taken to tabulate election results.

On October 20, 1993, Council adopted Clause 1 of the Report of the Executive Policy Committee dated October 13, 1993, which requested that the Province of Manitoba approve amendments to both The City of Winnipeg Act and The Local Authorities Election Act to enhance the democratic election process. In addition, the October 1992 Civic Election marked the last time that the City would have the opportunity to utilize the mainframe system for election processes and reporting.

One of the requested amendments reads as follows:

> "Permit use of automated technology (Permit municipality, by by-law, to conduct any municipal election using an automated voting system)"

On July 5, 1994, this amendment received Royal Assent as part of Bill 17. Council through the adoption of a general municipal election procedure by-law, now has the option of using automated vote counting equipment.

The results from the past several elections have been tabulated using a combined manual and automated process. Ballots were marked by electors and placed into a ballot box. Once the polls closed, these ballots were counted by the District Returning Officers and the results recorded on statement of poll sheets. These statement of poll sheets were transported to City Hall by messenger. The results were taken from the statement of poll sheets and data entered into the mainframe computer. Final results were then produced in report form. This tended to be a very slow process, with the last results being reported at 4:09 am at the last election, a full 8 hours after the polls closed. The counting of the ballots manually is a time-consuming and error prone task, especially when you consider it must be done at the end of a long day, considering that polls open at 8:00 a.m. and close at 8:00 p.m. For the 1995 Civic Election, the mainframe computer process is no longer available.

Over the past few years, the City Clerk's Department has undertaken considerable research into automated voting systems. Members of the City Clerk’s Department visited two actual elections using automated voting systems. The first election, which was also attended by the Chairperson of the Ad Hoc Committee on Election Review, took place in Vancouver, B.C. in 1993. The second election took place in Cedar Rapids, Iowa in September of 1994. The two elections were run by the two leading vendors of automated election technology. Both systems made use of precinct-based optical scanning technology. Both elections had final results completely reported by 10 p.m., two hours after the polls closed.

Based on contact with other Canadian municipalities, the two site visits and meetings with vendors, it was clear that the instatement of optical scanning would significantly improve the conduct and reporting of Winnipeg Civic Elections. On October 7, 1994, a Request for Information on Automated Voting Systems was issued to all vendors of the equipment. A number of firms responded, with a number of different configurations being suggested, including automated central count processing, telephone based voting, and precinct optical scanning. Based upon the results collected through this process and past research, Council directed the Clerk to pursue this matter through the issuance of an RFP, specifying a precinct optical scanning system. The RFPs were sent out on January 11, 1995. Receipt of proposals closed on February 7, 1995. A brief discussion of Automated Voting Systems technology and its potential benefits is outlined in Appendix "B".

In Canada, numerous municipalities are utilizing optical scanning technology while others are currently exploring the implementation of optical scanning technology. The City Clerk has been in contact with numerous municipalities, exploring the possibility of a joint purchase or partnership. The opportunity exists for cost recoveries and future revenues.

Traditionally the City of Winnipeg has conducted elections for the Winnipeg School Boards as a convenience to them. There is no provision by way of legal statute for this practice. Numerous other Canadian municipalities also conduct elections for their respective School Boards, but also levy a charge back to the School Boards, for costs or cost-sharing. This includes all municipalities in British Columbia, Alberta, and Saskatchewan. The portion of costs borne by the School Boards ranges from 25 percent upwards. In Edmonton and Regina, the School Boards pay 40-50 percent of the total election costs.

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In its request to the Province for election legislation amendments, the City also requested the approval to levy costs to the Winnipeg School Divisions for which the City conducts its elections. By letter dated July 21, 1994, the Minister of Urban Affairs, advised the City that "The current arrangement is not based on legislation, so legislative solution is not required; negotiated arrangement would be more appropriate".

Past experience in Canadian municipalities has revealed that numerous election process cost savings are achievable utilizing optical scanning technology. A list of Canadian municipalities currently utilizing optical scanning technology is provided in "Appendix A". These municipalities have attested to savings on overtime and staff costs, printing costs, and recount costs. Voters have readily accepted the system where implemented and have felt more comfortable knowing that spoiled ballots are immediately identified and can be remedied. In addition, the technology has facilitated the conduct of surveys, questions of opinions and referendum.

The City Clerk's Department must instate a new election system to replace the mainframe option previously utilized. The Department is of the opinion that the optical scanning system technology will remedy numerous deficiencies experienced in past elections and provide cost and process efficiencies, as well as possible cooperation and partnerships with other Canadian municipalities or senior levels of government.

The Executive Policy Committee recommends:

I. That the City Clerk proceed with the evaluation of the responses received. Furthermore, should the evaluation reveal a bid meeting all the financial and technical requirements of the City, that the Chief Commissioner approve the award to the vendor of that bid.

II. That the budgeted amount for the 1995 Civic Election be increased by $750,000. Consistent with historical Council policy, the increased election cost will be amortized over a three year period resulting in an annual increase in 1995 of $250,000.

III. That the City Clerk’s Department undertake revenue generation planning with regard to Election Electronic Systems, and be authorized to enter into discussions regarding partnerships with the vendor. Furthermore, that the City Clerk’s Department be authorized to pursue cost reduction strategies such as cost sharing the purchase of the Election Systems with other municipalities, other levels of government, or rentals of the equipment to interested parties.

IV. That the City Clerk’s Department be authorized to charge School Divisions for all or any part thereof of the cost for conducting School Board Trustee elections.

V. That the Proper Officers of The City be instructed to do all things necessary to implement the intent of the foregoing recommendations.

A copy of attachments referred to in the above clause are on file in the office of the City Clerk.

Moved by Councillor Eadie,
Adoption of the clause.

The Speaker here resumed the Chair.

In amendment,

Moved by Councillor Murray,
Seconded by Councillor Reese,
BE IT RESOLVED that Recommendation No. 1 be amended by deleting the second sentence starting with the word "Furthermore", and replacing it with the words "The City Clerk report her findings to Executive Policy Committee."

The amendment was put and declared carried.

The motion for the adoption of the clause, as amended, was put.

Councillor Golden called for the yeas and nays, which were as follows:-

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Yea: Councillors Boychuk, Duguid, Eadie, Hyman, Lazarenko, Murray, O'Shaughnessy, Prystanski, Silva, Thomas, Fraser, Her Worship Mayor Thompson and Councillor Angus. 13

Nay: Councillors Reese, Clement and Golden. 3

and the motion for the adoption of the clause, as amended, was declared carried.

Council recessed at 11:53 a.m., and reconvened at 1:34 p.m., same members present.

Councillors Clement, O'Shaughnessy and Her Worship Mayor Thompson entered the meeting after Council had reconvened.

Transit Fare Structure File TT-2 (Vol. 9)

484 - 5. On January 25, 1995, Council referred back to the Committee on Works and Operations, Clause 1 of the Report of the Executive Policy Committee dated January 18, 1995, with respect to Transit Fare Structures together with the following motion:

Moved by Councillor Prystanski,
Seconded by Councillor Golden,

WHEREAS the Executive Policy Committee with the support of the Winnipeg Transit Department recommends changes to the transit fares;

AND WHEREAS the proposed changes will create a financial burden to the senior citizens of Winnipeg by increasing the fares of a bus ride;

AND WHEREAS the weekly passes can create a bus pass collection problem for seniors versus the established and easily managed monthly pass;

THEREFORE BE IT RESOLVED that the monthly bus passes for senior citizens be maintained and the ticket fares be reduced by $.05

On February 7, 1995, the Committee on Works and Operations considered additional options for the Transit Fare Structure from the Director of Transit.

The Committee on Works and Operations recommended that Council's motion of January 25, 1995 be received as information.

While most features of the recommended fare structure are viewed positively, concern has been expressed about the elimination of the existing monthly passes and their replacement by higher-priced weekly Super Passes.

To address this concern, two additional transit fare structure options have been prepared for Committee's consideration. Each option retains the existing monthly passes as part of a new fare structure. The two additional options differ only in the value of the ticket fare multiple used to determine the price of the monthly passes. The first option uses a multiple that maintains the existing monthly pass prices. The second option uses a higher multiple (resulting in slightly higher monthly bus pass prices) to reduce the revenue loss. The options are as follows:

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OPTION 1 - Same as previously recommended option plus retain monthly passes at a multiple of 37 x ticket (retain at $48.00 adult and $28.00 reduced until the next fare change)	($450,000) Shortfall of Revenue
OPTION 2 - Same as previously recommended option plus retain monthly passes at a multiple of 38.5 x ticket ($50.00 adult and $28.90 reduced)	($75,000) Shortfall of Revenue

NOTES:

a) The effective date of implementation will now have to be June 1, 1995.

b) Under both these options, it is recommended that the proposal to permit an adult super pass holder to board with up to two extra passengers for free on Sundays and Holidays not be included;

c) Under both these options, an additional cost of $25,000 will result from the need to print monthly passes, and the 1995 Transit Department expenditures should be increased by a further $25,000;

d) Under both these options, the ticket/pass outlets would have 3 sets of weekly passes on hand, plus the monthly passes in the latter part of the month.

The only difference between Option 1 and Option 2 is the multiple of the ticket fare used to determine the price of the monthly passes. Option 1 uses a multiple of 37 times the ticket fare to set the monthly pass prices approximately equal to the current price. The annual financial impact of this option, however, is a potential net loss of $475,000. This amount is the sum of lost revenue and the incremental operating costs required to implement the new fare structure.

To minimize the financial risks, Option 2 uses a multiple of 38.5 times the ticket fare to set the monthly pass prices. The Adult Monthly Pass would be $50.00 (which is 4% higher than the current price of $48.00). The Reduced Monthly Pass would be $28.90 (which is 3% higher than the current price of $28.00). The annual financial impact of this option is a potential net loss of $100,000. This amount, however, is well within the accuracy range of these estimates.

If both weekly and monthly passes are implemented, it is important that there be a consistent pricing relationship amongst the "monthly equivalents" of the various types of passes.

1. Amongst the adult passes, the Weekday Pass should be the least expensive because its use is restricted to only part of the week.

2. Transit users purchasing a Monthly Pass (adult or reduced) make a longer commitment to using transit than a passenger purchasing a Super Pass. Therefore, the price of the Monthly Pass should be lower than the "monthly equivalent" of a Super Pass.

The following table shows the pricing relationships for each of Options 1 and 2. Note that for each of the weekly passes, the "monthly equivalent" price is calculated at 4.2 times the weekly price.

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	Option 1		Option 2	
	Actual Price	Monthly Equivalent	Actual Price	Monthly Equivalent
Adult Weekday	$11.70	$49.14	$11.70	$49.14
Adult Monthly	$48.00	$48.00	$50.00	$50.00
Adult Super	$13.00	$54.60	$13.00	$54.60
Reduced Monthly	$27.75	$27.75	$28.90	$28.90
Reduced Super	$7.50	$31.50	$7.50	$31.50

Based on the information in this table, Option 2 provides a more consistent relationship amongst the "monthly equivalent" pass prices than does Option 1. Also as discussed above, Option 2 minimizes potential revenue losses resulting from a new fare structure.

The Executive Policy Committee concurs in the recommendations of the Committee on Works and Operations and recommends:

I. That the motion referred by Council on January 25, 1995, be received as information.

II. That effective June 1, 1995, the following transit fare structure be implemented:

1. CASH FARES:
   a) An ADULT CASH fare, as set by City Council during its annual consideration of the Current Estimates.

   b) A REDUCED CASH fare priced at 60% of the Adult Cash Fare (rounded to the nearest 5 cents).

2. TICKET FARES:
   a) An ADULT TICKET fare priced at $0.05 less than the Adult Cash Fare.

   b) A REDUCED TICKET fare priced at $0.05 less than the Reduced Cash Fare.

3. WEEKLY TRANSIT PASSES:
   a) An ADULT WEEKDAY pass, valid only on weekdays for the Monday to Friday time period printed on the pass, priced at a multiple of 9 times the Adult Ticket fare.

   b) An ADULT SUPER PASS, valid on any day of the seven-day Monday to Sunday time period printed on the pass, priced at a multiple of 10 times the Adult Ticket fare.

   c) A REDUCED SUPER PASS, valid on any day of the seven-day Monday to Sunday time period printed on the pass, priced at a multiple of 10 times the Reduced Ticket fare.

4. MONTHLY TRANSIT PASSES:
   a) An ADULT MONTHLY PASS, valid for any day of the month, priced at a multiple of 37 times the adult ticket fare.

   b) A REDUCED MONTHLY PASS, valid for any day of the month, priced at a multiple of 37 times the reduced ticket fare.

5. TRANSFERS:
   a) A NON-DIRECTIONAL TRANSFER that permits a passenger unlimited use of the transit system (including stopovers and return trips) for a minimum of approximately 60 minutes after issue of the transfer.

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6. HANDI-TRANSIT FARES:
   a) A SINGLE CASH fare, equivalent in value to the regular system Adult Cash fare.

   b) A TICKET fare, equivalent in value to the regular system Adult Ticket Fare.

   c) A MONTHLY PASS, valid on any day of a calendar month, priced at a multiple of 37 times the Handi-Transit Ticket fare.

III. That the commission paid to private outlets for the sale of transit passes be increased from 0.5% to 1.0% effective with the introduction of the weekly passes.

IV. That the 1995 Current Estimates for the Transit Department be modified to reflect the anticipated increases in revenue of $167,000, and that $167,000 be added to the Treasury Branch expenditure budget to cover additional operation and implementation expenditures.

V. That when an increase to the transit fare structure is to be considered, that Option 2 be revisited.

VI. That the 1995 Transit Department expenditures be increased by a further $25,000.00 to cover the cost of printing monthly passes.

VII. That the Proper Officers of the City be authorized to do all things necessary to effect the intent of the foregoing.

Moved by Deputy Mayor Fraser,
Adoption of the clause.

In amendment,

Moved by Councillor Prystanski,
Seconded by Councillor Golden,
WHEREAS the clause relative to the transit fare structure does not recommend that cash fares for senior citizens be reduced by $.05;

AND WHEREAS the proposed changes will create a financial burden to the senior citizens of Winnipeg;

THEREFORE BE IT RESOLVED that the cash fares for senior citizens be reduced by $.05 commencing June 1, 1995 the same time as the new transit fare structures are implemented.

The amendment was put.

Councillor Golden called for the yeas and nays, which were as follows:-

Yea: Councillors Reese, Golden and Prystanski. 3

Nay: Councillors Boychuk, Clement, Duguid, Eadie, Hyman, Lazarenko, Murray, Silva, Thomas, Fraser, Her Worship Mayor Thompson and Councillor Angus. 12

and the amendment was declared lost.

The motion for the adoption of the clause was put and declared carried.

Councillors Reese, Golden and Prystanski asked to be recorded as having voted against the clause, in accordance with Rule 50.7 of the Procedure By-law.

Report of the Executive Policy Committee dated February 15, 1995

Creation of a "Winnipeg Taxation Fairness Committee File FL-2 (Vol. 12)

485 - 6. Advising that Council on July 20, 1994, ruled automatic referral of a motion relative to the creation of a "Winnipeg Taxation Fairness Committee" to your Committee, under Section 16.1 of the Procedure By-law No. 5400/90.

Inasmuch as the motion was to be considered at a Council Seminar and only three members of Council were in attendance; and inasmuch as the Executive Policy Committee has requested a report from the City Clerk to determine the resources required to assist the Committee in its operations, the Executive Policy Committee therefore recommends that Council grant an extension of time of 30 days to allow for further consideration.

Adopted by consent.

Nomination for appointment of Citizen Member to the Civic Charities Endorsement Bureau Files GL-5.2 (Vol. 13) & GC-7 (Vol. 25)

486 - 7. Council, at its Organizational Meeting held on November 2, 1994, referred the matter of appointment of Citizen Members to the Civic Charities Endorsement Bureau to the five Community Committees for recommendation to Council.

On November 8, 1994, the Lord Selkirk-West Kildonan Community Committee re-appointed Sheldon Turbovsky to the Civic Charities Endorsement Bureau for a 2-year term expiring December 31, 1996.

On November 8, 1994, the East Kildonan-Transcona Community Committee re-appointed Ness Beattie to the Civic Charities Endorsement Bureau for a 2-year term expiring December 31, 1996.

On December 5, 1994, the Riel Community Committee re-appointed Michael Walter to the Civic Charities Endorsement Bureau for a 2-year term expiring December 31, 1996.

On December 6, 1994, the Assiniboia Community Committee re-appointed J. Edgar Rutledge to the Civic Charities Endorsement Bureau for a 2-year term expiring December 31, 1996.

On February 7, 1995, the City Centre Community Committee re-appointed Herman Holla to the Civic Charities Endorsement Bureau for a 2-year term expiring December 31, 1996.

The Executive Policy Committee concurs with the recommendations of the Community Committees and submits these appointments to Council for adoption.

Adopted by consent.

Nomination for appointment of Citizen Members to the Winnipeg Public Library Board Files L-11 (Vol. 11) & GC-7 (Vol. 25)

487 - 8. By-law No. 4334/86, and amendments thereto, established the composition of the citizen membership of the Winnipeg Public Library Board to represent each Community for two year terms, with no citizen member of the Board serving more than three consecutive terms.

On January 16, 1995, the Riel Community Committee recommended the appointment of Alfred Stratford Northam to the Winnipeg Public Library Board for the two-year term expiring January, 1997.

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On January 17, 1995, the Lord Selkirk-West Kildonan Community Committee recommended the appointment of Bohdan W. Kardash to the Winnipeg Public Library Board for the two-year term expiring January, 1997.

On February 14, 1995, the East Kildonan-Transcona Community Committee recommended the re-appointment of Pat Dance to the Winnipeg Public Library Board for the two-year term expiring January, 1997.

On February 14, 1995, the Assiniboia Community Committee recommended the appointment of Johanna Colleen Effler to the Winnipeg Public Library Board for the balance of the term expiring January, 1996 and Marsha Bowyer for the two year term expiring January, 1997.

The Executive Policy Committee concurs with the recommendations of the Community Committees and submits these appointments to Council for adoption.

For the information of Council, a further recommendation on the appointment of the remaining citizen member for the City Centre Community will be forthcoming.

Adopted by consent.

EXECUTIVE POLICY COMMITTEE

MOTIONS OF WHICH NOTICE HAS BEEN GIVEN

Moved by Councillor Thomas,
Seconded by Councillor Hyman,

488 - WHEREAS the land north of The Forks and south of Juba Park was acquired with public funds for public use;

AND WHEREAS the construction of an arena at this site would have a significant impact on this land and the surrounding area;

AND WHEREAS the people of Winnipeg paid for and are deeply concerned about the future of this site;

THEREFORE BE IT RESOLVED that a plebiscite be held during the 1995 Civic Election on whether or not an arena should be built on the land acquired by the City of Winnipeg adjacent to The Forks Renewal Corporation, The Forks National Historic Park and Stephen Juba Park.

489 - The Speaker recognized Councillor Thomas, who rose on a point of order regarding Councillor Golden's reference to "situational ethics". The Speaker ruled that the matter did not constitute a point of order.

Councillor Thomas challenged the ruling of the Chair.

The question, "Shall the ruling of the Chair be sustained?" was put.

The Speaker called for the yeas and nays, which were as follows:-

Yea: Councillors Clement, Eadie, Golden, Lazarenko, Silva, Fraser, Her Worship Mayor Thompson and Councillor Angus. 8

Nay: Councillors Reese, Boychuk, Hyman, Murray and Thomas. 5

and the ruling of the Chair was sustained.

In amendment,

Moved by Councillor Murray,
Seconded by Councillor Thomas,

BE IT RESOLVED THAT both of the motions, under the order of business "Executive Policy Committee - Motions of Which Notice Has Been Given", be amended to delete the words "...during the 1995 Civic Election."

The amendment was put.

The Speaker called for the yeas and nays, which were as follows:-

Yea: Councillors Reese, Boychuk, Clement, Duguid, Hyman, Lazarenko, Murray, O'Shaughnessy, Prystanski, Thomas, Fraser, Her Worship Mayor Thompson and Councillor Angus. 13

Nay: Councillors Eadie, Golden and Silva. 3

and the amendment was declared carried.

The motion, as amended, was put.

The Speaker called for the yeas and nays, which were as follows:-

Executive Policy Committee - Motions of Which Notice Has Been Given (continued)

Yea: Councillors Reese, Boychuk, Golden, Hyman, Lazarenko, Murray and Thomas. 7

Nay: Councillors Clement, Duguid, Eadie, O'Shaughnessy, Prystanski, Silva, Fraser, Her Worship Mayor Thompson and Councillor Angus. 9

and the motion, as amended, was declared lost.

Moved by Councillor Murray,
Seconded by Councillor Boychuk,
490 - WHEREAS Winnipeg carries the largest capital debt (per capita) of any city in Canada, and cannot currently finance an acceptable level of infrastructure repair;

AND WHEREAS expenditures outside the basic infrastructure responsibilities and mandate of City government should have to demonstrate broad public support;

AND WHEREAS the citizens of Winnipeg repeatedly express concern and opposition to the gifting of land, service, or financial subsidy of an arena/sports/entertainment complex;

THEREFORE BE IT RESOLVED that a plebiscite be held during the 1995 Civic Election on the question of whether or not the citizens of Winnipeg support or oppose the City, Province or Federal governments providing a subsidy of the development and construction of an arena downtown.

The Speaker noted that in accordance with Council's direction, the motion proposed by Councillors Murray and Boychuk would be considered as amended by deleting any reference to a date for the plebiscite.

The motion, as amended, was put.

Councillor Reese called for the yeas and nays, which were as follows:-

Yea: Councillors Reese, Boychuk, Golden, Hyman, Lazarenko, Murray and Thomas. 7

Nay: Councillors Clement, Duguid, Eadie, O'Shaughnessy, Prystanski, Silva, Fraser, Her Worship Mayor Thompson and Councillor Angus. 9

and the motion was declared lost.

Moved by Councillor Reese,
Seconded by Councillor Golden,
491 - THAT the amount of $250,000.00 for a study of Portage Avenue, be denied.

Moved by Councillor Duguid,
That the matter be laid over until the next meeting of Council.

Carried.

Moved by Councillor Murray,
Seconded by Councillor Thomas,
492 - WHEREAS CentrePlan contains many statements which are vague as to their instruction to Committees and the administration;

THEREFORE BE IT RESOLVED THAT each Standing Committee review and make recommendations to Council on each clause of CentrePlan that falls within the Committee's jurisdiction, and that no funds be expended until this process is completed.

Executive Policy Committee - Motions of Which Notice Has Been Given (continued)

Moved by Councillor Murray,
That the matter be referred to Executive Policy Committee.

Carried.

EXECUTIVE POLICY COMMITTEE

MOTIONS

Moved by Councillor Eadie,
Seconded by Councillor Fraser,
493 - WHEREAS CFB Winnipeg and Air Command Headquarters serve a vital role in Canada's military;

AND WHEREAS the Canadian Armed Forces employ more than 2,900 military and another 1,000 civilian personnel;

AND WHEREAS the Base and its personnel inject approximately $122 million into the Winnipeg and Manitoba economy annually;

AND WHEREAS Winnipeg's central location and low cost of living make the setting ideal for military operational headquarters;

AND WHEREAS CFB Winnipeg contributes an annual grant of $6 million in lieu of taxes to the City of Winnipeg as well as contributing to the Provincial and Federal tax base;

AND WHEREAS the Government of Canada is currently considering the future of existing military institutions;

THEREFORE BE IT RESOLVED that the Council of the City of Winnipeg joins with the Legislative Assembly of the Province of Manitoba to send a strong and united message to the Federal Minister of National Defence that CFB Winnipeg and Air Command Headquarters be maintained in the City of Winnipeg.

In amendment,

Moved by Councillor Duguid,
Seconded by Her Worship Mayor Thompson,
THAT the motion be amended by adding to the last paragraph the following words:

"and in addition, that the Defence Department explore further utilization of the $30,000,000 Billy Bishop Building already in place, by considering Winnipeg for consolidation of the country's Air Mobility groups and by developing Winnipeg into an international centre for aerospace repair, maintenance, overhaul and training."

Carried.

The motion, as amended, was put and declared carried.

Moved by Councillor Eadie,
Seconded by Councillor Fraser,
494 - WHEREAS the Kelly MacKenzie Rink from Deer Lodge Curling Club won the Canadian Junior Women's Curling Championship which was held in Regina on February 11, 1995;

AND WHEREAS this team will now advance to the World Junior Curling Championships to be held in Perth, Scotland, from March 18 - 26, 1995;

Executive Policy Committee - Motions (continued)

THEREFORE BE IT RESOLVED that the Council of the City of Winnipeg extends its sincere congratulations to this rink, consisting of Kelly MacKenzie, Joanne Fillion, Sasha Bergner and Carlene Muth, on their tremendous victory at the Canadian Junior Championships;

AND BE IT FURTHER RESOLVED that Council extends its best wishes for success to the Kelly MacKenzie Rink as they prepare to take part in the World Junior Championships in Perth, Scotland.

Carried.

Moved by Deputy Mayor Fraser,
Seconded by Councillor Eadie,

495 - WHEREAS the City of Winnipeg currently operates with four Standing Committees and the Executive Policy Committee;

AND WHEREAS the Task Force on the Political Restructuring is looking at alternative decision-making structures to allow improved decision-making and increased citizen participation;

AND WHEREAS municipalities in other Provinces are not bound by similar restrictive provisions;

AND WHEREAS the Standing Committee on Law Amendments, during its debate of Bill 17, a bill to amend *The City of Winnipeg Act*, heard representation from the Deputy Mayor who advised that as Chairperson on the Task Force on Restructuring, the City was seeking flexibility in relation to the number of Standing Committees;

AND WHEREAS Bill 17 which received Royal Assent on July 5, 1994, amended subsection 28(3) of *The City of Winnipeg Act*, by deleting the specific reference to the prescribed number of Standing committees "four", however failed to accommodate this flexibility in subsection 33(1);

THEREFORE BE IT RESOLVED that the Province of Manitoba be requested to amend The City of Winnipeg Act by deleting therein any specific references to the number of Standing Committees that Council may by by-law establish.

Carried.

Moved by Councillor Golden,
Seconded by Councillors Angus and Reese,

496 - WHEREAS at the Council Meeting of April 27, 1994, By-law No. 6393/94, a By-law of The City of Winnipeg to establish Residents' Advisory Groups for each Community Committee in the City, was declared LOST by virtue of a tie vote on second reading, resulting from the fact that not all members of Council were in attendance when the vote was called, and therefore not proceeded with;

AND WHEREAS Residents' Advisory Groups have proven to be a valuable asset and provide positive contributions to Community Committees;

AND WHEREAS it is desirable to recognize the contributions of Residents' Advisory Groups by according them legal status;

THEREFORE BE IT RESOLVED that Council reconsider the second reading of the by-law to give legal status to Residents' Advisory Groups.

The Speaker noted that the motion was required to Stand as Notice of Motion in accordance with Rule 17.1 of the Procedure By-law.

Moved by Councillor Golden,

That the rule be suspended to allow consideration of the motion at this time.

Executive Policy Committee - Motions (continued)

The motion to suspend the rule was put.

Councillor Golden called for the yeas and nays, which were as follows:-

Yea: Councillors Reese, Boychuk, Duguid, Golden, Hyman, Murray, Silva, Thomas and Angus. 9

Nay: Councillors Clement, Eadie, Lazarenko, O'Shaughnessy, Fraser and Her Worship Mayor Thompson. 6

and the motion to suspend the rule was declared lost, not having received the required two-thirds vote of the members present in accordance with Rule 3 of the Procedure By-law.

Moved by Her Worship Mayor Thompson,
Seconded by Councillor Duguid,

497 - WHEREAS Winnipeg and Manitoba have been Canadian leaders in advancing the principles of sustainable development in North America and elsewhere in the world;

AND WHEREAS the Province of Manitoba and the City of Winnipeg were among the first jurisdictions in Canada to commit themselves to the principles of sustainable development;

AND WHEREAS this leadership record was recognized in the federal government's decision to locate the International Institute for Sustainable Development in Winnipeg;

AND WHEREAS the commitment to establish the Institute in Manitoba's capital city was made by the Prime Minister of Canada in a major address to the United Nations General Assembly in the fall of 1988;

AND WHEREAS the International Institute for Sustainable Development has contributed directly and substantially to maintaining Winnipeg's and Manitoba's leadership in advancing sustainable development, and in so doing, has helped keep Canada in the vanguard of efforts to apply these principles in international relations, including trade relations;

AND WHEREAS the work of the Institute, including the widely acclaimed "Winnipeg Principles" for future international trade negotiations, have enhanced the leadership reputation of the Institute, the City, the Province and Canada;

AND WHEREAS the new Canadian Federal Government in its policy "Red Book", in its recent review of Canada's foreign policy, and at several major international conferences, has emphasized its strong commitment to maintaining Canada's leadership in sustainable development;

AND WHEREAS preliminary information on federal budget plans suggests that Canada's commitment to the International Institute for the next five years could be reduced drastically, thus threatening the ability of the Institute to continue its work;

AND WHEREAS such action would impair Winnipeg's, Manitoba's and Canada's abilities to continue to provide international leadership in this critical field;

NOW THEREFORE BE IT RESOLVED THAT the Council of the City of Winnipeg urge the Government of Canada to continue providing sufficient financial support to the International Institute for Sustainable Development to enable the Institute to continue to serve as Canada's most important institution for advancing the philosophy of sustainable development and for applying the principles of sustainable development in this country and throughout the world.

Carried.

Executive Policy Committee - Motions (continued)

Moved by Councillor Hyman,
Seconded by Councillor Lazarenko,

498 - WHEREAS on February 1, 1995, City Council adopted Principles and Guidelines to provide general direction to Manitoba Entertainment Complex Inc. (MEC) and to be incorporated into proposals for a new arena;

AND WHEREAS the first Principle states:

1. A Formal Proposal is a Prerequisite to City Approval

Because a new arena facility will have such major impacts on the City, it is critical that Council have an opportunity to understand the details of the MEC proposal, including proposed ownership structure. A reasonable period of time must be allowed for the City to carry out appropriate and sufficient due diligence with respect to its investments.

AND WHEREAS the Principle No. 10 states:

10. There must be a time allowance for public consultation

It is important that once MEC, or any other proponent, has finalized its formal proposals and business plan, that there be full opportunity for public review prior to Council considering any required approvals.

AND WHEREAS Principles No. 5, 6, 9, 12, 14 and 17A, B, C and D also require a reasonable period of time for the exercise of appropriate and sufficient due diligence, due process and public review;

AND WHEREAS the MEC has secured the exclusive option to acquire the majority owners' interest in the Winnipeg Jets Hockey Club which MEC must exercise on or before May 1, 1995;

AND WHEREAS MEC's option to acquire the majority owners' interest requires that MEC commit itself to the construction of the new arena with the Jets as the anchor tenant;

AND WHEREAS discussions to date have been marked by last-minute appeals and the imposition of arbitrary deadlines by MEC, and the absence of reasoned reports and supporting documents from MEC;

AND WHEREAS the absence of an announcement of any possible federal contribution is no obstacle to the formulation of a full and comprehensive business plan, given the Principles and Guidelines adopted by Council and the already determined provincial contribution and given that MEC should have determined by now what federal contribution it will require;

AND WHEREAS a minimum of four weeks is required for appropriate public consultation followed by a minimum of two weeks for appropriate consideration by Council;

AND WHEREAS, if Council does not adopt this Motion at its meeting today (February 22, 1995), deferring adoption to its next regular meeting on March 22, 1995, there will be no opportunity for City Council to carry out the appropriate and sufficient due diligence, due process and public review, all as required by its own Principles and Guidelines;

THEREFORE BE IT RESOLVED AS FOLLOWS:

I. THAT Council request MEC to present its full and comprehensive formal proposal and business plan by March 17, 1995;

II. AND THAT, if MEC fails to provide its proposal and business plan by March 17, 1995, then City Council entertain no further proposals from MEC;

III. AND THAT Council advise all other groups that have presented proposals to submit their comprehensive formal proposals and business plans by March 17, 1995.

Executive Policy Committee - Motions (continued)

The Speaker noted that the motion was required to Stand as Notice of Motion in accordance with Rule 17.1 of the Procedure By-law.

Moved by Councillor Hyman,
That the rule be suspended to allow consideration of the motion at this time.

The motion to suspend the rule was put.

The Speaker called for the yeas and nays, which were as follows:-

Yea: Councillors Reese, Boychuk, Golden, Hyman, Lazarenko, Murray, Thomas and Angus.8
Nay: Councillors Clement, Duguid, Eadie, O'Shaughnessy, Prystanski, Silva, Fraser and Her Worship Mayor Thompson. 8

and the motion was declared lost, not having received the required two-thirds vote of the members present in accordance with Rule 3 of the Procedure By-law.
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Moved by Councillor Duguid,
Seconded by Councillor Murray,
499 - WHEREAS the Chris Galbraith Rink from the Fort Rouge Curling Club won the Canadian Junior Men's Curling Championship which was held in Regina on February 11, 1995;

AND WHEREAS this team will now advance to the World Junior Curling Championships to be held in Perth, Scotland, from March 18 - 26, 1995;

THEREFORE BE IT RESOLVED THAT the Council of the City of Winnipeg extend its sincere congratulations to this rink, consisting of Chris Galbraith, Scott Cripps, Brent Barrett and Brian Galbraith, on their tremendous victory at the Canadian Junior Championships;

AND BE IT FURTHER RESOLVED that Council extends its best wishes for success to the Chris Galbraith Rink as they prepare to take part in the World Junior Championships in Perth, Scotland.

Carried.

EXECUTIVE POLICY COMMITTEE

CONSIDERATION OF BY-LAWS

500 - On motion of Her Worship Mayor Thompson, the following By-laws were read a first, second and third time, the rule being suspended for the third reading of each by-law, and were passed and ordered to be signed and sealed, namely:

By-law No. 6550/95, a By-law of the City of Winnipeg to provide for the delegation of powers and duties by City Council to the Executive Policy Committee and the Standing Committees, and the establishment of the administrative structure of the City and the delegation to it of its administrative powers and duties. File GL-5.6 (Vol. 6)

By-law No. 6559/95, a By-law of the City of Winnipeg to amend the Amusement By-law No. 3107/81. Files FE(1995) and FL-6

Councillors Clement, Golden and Hyman asked to be recorded as having voted against all three readings of By-law No. 6559/95, in accordance with Rule 50.7 of the Procedure By-law.

Executive Policy Committee - Consideration of By-laws (continued)

On motion of Her Worship Mayor Thompson, the rule was suspended and the following By-laws were read a first, second and third time, the rule being suspended for the third reading of each by-law, and were passed and ordered to be signed and sealed, namely:

By-law No. 6561/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Wastewater Sewers in an area of the said City set forth in Agreement No. 50 (Deferred Levy). Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6562/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Wastewater Sewers in an area of the said City set forth in Agreement No. 51 (Deferred Levy). Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6563/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Wastewater Sewers in an area of the said City set forth in Agreement No. 52 (Deferred Levy). Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6564/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Land Drainage Sewers in the said City.
Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6565/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Land Drainage Sewers (Laterals and Trunks) in an area of the said City set forth in Development Agreement No. 1506 (Deferred Liability). Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6566/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Land Drainage Sewers (Laterals and Trunks) in an area of the said City set forth in Agreement No. 50 (Deferred Levy). Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6567/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Land Drainage Sewers (Laterals and Trunks) in an area of the said City set forth in Agreement No. 53 (Deferred Levy). Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6568/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Watermains in an area of the said City set forth in Agreement No. 50 (Deferred Levy). Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6569/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Watermains in an area of the said City set forth in Agreement No. 52 (Deferred Levy). Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6570/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Watermains in the said City. Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6571/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Street Pavements in the said City. Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6572/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Street Pavements (with boulevard) in the said City.
Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6573/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Lane Pavements in the said City. Files SL, FE(1995)
and FC-1 (1996-2000)

By-law No. 6574/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Asphalt Surface Roadways in the said City. Files SL, FE(1995)
and FC-1 (1996-2000)

Executive Policy Committee - Consideration of By-laws (continued)

By-law No. 6575/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Concrete Sidewalks in the said City. Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6576/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Granular Surface Lanes in the said City.
Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6577/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Ornamental Lane Lights in the said City.
Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6578/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Lane Lights in the said City. Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6579/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Street Lights in the said City. Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6580/95, a By-law of the City of Winnipeg to provide for the assessment by special rate of the cost of installing Lane Oiling in the said City. Files SL, FE(1995) and FC-1 (1996-2000)

By-law No. 6595/95, a By-law of the City of Winnipeg to update and standardize the form of certain existing by-laws. File GL-1

EXECUTIVE POLICY COMMITTEE

QUESTION PERIOD

501 - Councillor Golden noted a regrettable incident of violence which had recently occurred near Portage Place shopping mall, involving tourists, and questioned what measures Her Worship would take to correct this problem and to provide a positive image of the City of Winnipeg.

Her Worship Mayor Thompson noted that her office would be sending a letter of apology to the visitors as well as an invitation to return to Winnipeg as guests of the City for a weekend.

Councillor Golden also questioned whether Her Worship would have the Winnipeg Police Service look into dispersing any gang activity occurring at Portage Place.

Councillor Silva noted that the Winnipeg Police Service was indeed looking into that matter and have a program through the Community Policing Program which focusses on youth violence and further noted that the Downtown BIZ and CentrePlan had proposed a BIZ Ambassador Program whereby individuals trained by Police Services and equipped with two-way radios would provide a form of security patrol.

Councillor Golden referred to the Jets agreement deliberations and questioned whether Council would receive a comprehensive report on all costs and benefits to the City of Winnipeg, including all aspects of the acquisition price of the land at The Forks, to determine the City's investment and return from the Jets, to date.

Her Worship Mayor Thompson took the question as notice.

Councillor Prystanski referred to Her Worship's recent trip overseas and requested an update.

Executive Policy Committee - Question Period (continued)

Her Worship Mayor Thompson noted that she and H. Buchwald, the Chair of the Winter Cities Conference and P. McMillan, the Director of Tourism Winnipeg had visited 8 cities in 15 days as part of the International Winter Cities obligations and to obtain as much cooperation from Japan and China as possible for the upcoming International Conference. She further noted that the business trip had been successful in confirming 100 Japanese delegates and a commitment of 100 Chinese delegates, including a women's delegation this September, as well as a special business delegation. In addition, she noted that Winnipeg's Sister City, Setagaya, had made a commitment to send a delegation in August, to mark the twenty-fifth anniversary with Winnipeg's Sister City.

Councillor Reese questioned when MEC would be producing a proposal for Council, whether it would allow for the required public input, and when the public hearings on the rezoning of the site would occur.

Her Worship Mayor Thompson noted the deadlines that she had set, the extraordinary details that MEC must deal with and the Implementation Committee comprised of Rick Frost, Don Leech from the Provincial Government, and Michael Fay from the Federal Government, who were working on the guidelines and assured Council that the process would have public consultation.

Councillor Reese questioned whether there would be at least four weeks available to the public.

Her Worship Mayor Thompson noted that she would do everything possible to achieve that.

Councillor Murrray questioned what form the public consultation would take and what outcome could be expected.

Her Worship Mayor Thompson noted that the public consultation would allow for the presentation of the MEC business plan.

Councillor Murray questioned what Her Worship's response was to the majority of Winnipeg citizens who were opposed to public subsidies of the Jets and who did not want an arena constructed at The Forks, and questioned the point of the public consultation with citizens who favoured alternative locations and ways of dealing with the matter.

Her Worship Mayor Thompson noted that a process and direction had been agreed upon by Council and that she wanted to provide answers and correct information through a public forum to prevent misinformation.

Councillor Murray noted that the 1992 Civic Election gave a clear mandate that the arena site not be at The Forks and questioned why Her Worship would not deal with the issue of location in any meaningful public consultation.

Her Worship Mayor Thompson stated that the business plan would in fact deal with the location issue and that the public consultation would address the business plan, and further noted that her personal preference favoured the Convention Centre site, but that she regarded the importance of the deal as a whole as outweighing the issue of location.

Councillor Murray requested that Her Worship explain to Council the significance and importance of Pink Triangle Week.

Her Worship Mayor Thompson referred the question to Councillor Murray, who noted the holocaust and the hundreds of thousands of people sent to death camps and alluded to the gay people in the City who have been hunted, attacked, beaten and killed, and questioned why Her Worship Mayor Thompson refused to recognize this week and on what basis her decision was made.

Her Worship Mayor Thompson noted that she did recognize the week and shared this with Council as a whole, but had not issued a proclamation.

Councillor Murry noted that Pink Triangle Week focussed on much more than the holocaust and questioned why McDonald's McHappy Day and Wash Your Hands Week were considererd worthy of a proclamation, whereas the death of hundreds of thousands of gay men and Jewish people at the hands of the Nazis and the decades of gay-bashing were not worthy of a memorial or proclamation.

Her Worship Mayor Thompson stated that she was not prepared to make the proclamation.

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated

This Agreement made as of the 20th day of February, 1995.

BETWEEN:

HER MAJESTY THE QUEEN in Right of Canada,

(hereinafter called "Canada"),

as represented by the MINISTER OF COMMUNICATIONS,

(hereinafter called "Federal Minister"),

- and -

HER MAJESTY THE QUEEN in Right of Manitoba,

(hereinafter called "Manitoba")

as represented by the MINISTER RESPONSIBLE FOR SPORT,

(hereinafter called "Provincial Minister"),

- and -

THE CITY OF WINNIPEG,

(hereinafter called "Winnipeg"),

- and -

PAN AMERICAN GAMES SOCIETY (WPG 1999) INC.,

(hereinafter called "the Society").

Subject to the execution of the Host City Agreement, the City of Winnipeg has been selected to be the host of the XIII Pan American Games in 1999.

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

The Society has been incorporated to organize, prepare for and carry out the 1999 Pan American Games and to promote Winnipeg, Manitoba as the host city for the Pan American Games and to provide and assist in the preparation of facilities as may be required for the Pan American Games and to leave a tangible legacy, including facilities for amateur sport activities for future generations.

All of the parties to this Agreement regard the 1999 Pan American Games as an event of national and international significance which will be a matter of pride to all Canadians and a credit to Canada abroad.

The parties to this Agreement wish to set forth the general principles for cooperation among themselves and to outline reciprocal terms and conditions governing their respective obligations in order to ensure the success of the 1999 Pan American Games.

The parties to this Agreement agree as follows:

A. DEFINITIONS, INTENTION AND INTERPRETATION

1. Definitions in this Agreement

"Audit Plan" means the plan developed by the Society in conjunction with the Society's auditors.

"Business Plan" means the business plan as may be amended from time to time, detailing the preparation for and carrying out of the Games to be, prepared by the Society and approved by the Society and by each of Canada, Manitoba and Winnipeg. The Business Plan should include the operation and capital budgets and cash flow projections for the Games.

"C.O.A." means the Canadian Olympic Association.

"Coordinating Committee" means the non decision making committee established under Article 4, to facilitate communication among the Society and the Funding Partners.

"Cultural Festival" means the cultural festival described in the definition of "Games" and referred to in Article 10.

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

"Discretionary Federal Services" means those services which Canada does not deem as Essential Federal Services, which Canada may be in a position to provide, although it has no obligation to do so, but which it agrees to provide at the request of the Society in accordance with the provisions set forth in this Agreement.

"Essential Federal Services" means those services and procedures which Canada deems to arise out of its legislative obligations and prerogatives and which shall be provided by Canada in accordance with this Agreement.

"Funding Partner" means Canada or Manitoba or Winnipeg.

"Funding Partners" means Canada, Manitoba and Winnipeg acting together.

"Games" means the XIII Pan American Games to be held in, and around, the City of Winnipeg, in the Province of Manitoba, Canada and shall include:

a. all athletic competitions from preliminary through to final in all sports on the program;

b. opening, closing, awards and other official ceremonies;

c. athletic exhibitions and sports demonstrations approved by the Pan American Sports Organization and presented by the Society including, but not limited to, disabled athletes events;

d. a Cultural Festival which will include folklore, music, artistic and any other cultural events arranged by or sanctioned by the Society whether occurring before, during or after the Games;

e. related trade and tourism initiatives arranged or sanctioned by the Society.

"Games Deficit" means the excess of expenses (both capital and operating) over revenues related to the planning, organizing and staging of the Games only calculated in the final audited statements of the Society in accordance with an appropriate disclosed basis of accounting which, except in special circumstances, shall be generally accepted accounting principles and taking into account all of the Society's contractual obligations including those with the Pan American Sports Organization and the Canadian Olympic Association.

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

"Games Surplus" means the excess of revenues (both capital and operating) over expenses related to the planning, organizing and staging of the Games calculated in the final audited financial statements of the Society in accordance with an appropriate disclosed basis of accounting which, except in special circumstances, shall be generally accepted accounting principles and taking into account all of the Society's contractual obligations including those with the Pan American Sports Organization and the Canadian Olympic Association.

"High Performance Amateur Athlete" means a Canadian athlete classified by Canada or Manitoba:

a. as an A, B, C or D carded athlete or in accordance with such other classification system as may be in use by Canada from time to time to designate categories of athletes at the national level; and

b. as those athletes at developmental levels whose training is geared to becoming such an athlete.

"Host Broadcaster" means the broadcaster selected by the Society to provide television signals to television rights holders.

"Host City Agreement" means the agreement to be entered into between Canadian Olympic Association, Winnipeg and the Society, which agreement shall specify in detail the obligations incumbent upon those parties in planning, organizing and staging the Games.

"Legacy Fund" means the trust fund established pursuant to Article 18.

"PASO" means the Pan American Sports Organization which is a regional international organization recognized by the International Olympic Committee. It was established as a non profit organization by the National Olympic Committee of America and has as its principal objects the celebration and conduct of the Pan American Games and the development and protection of sport in the Americas through its own National Olympic Committees.

"Permanent Games Facilities" means those facilities in and around the City of Winnipeg constructed or refurbished by funds provided by the Funding Partners under the provisions of this Agreement and intended for permanent use.

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

"Pre Game Events" means all competitions organized at any time before the Games officially commence which are under the control of or sanctioned by the Society, using installations intended for use during the Games.

"Purchasing and Tendering Policy" means a policy to be established by the Society pursuant to Article 7.

"Trust" means the entity established by the Society to direct and manage the Legacy Fund.

B. MANAGEMENT OF THE GAMES

2. Society Responsible for Management of Games

2.1 The Society has the responsibility of organizing, preparing for and carrying out the Games in, and around, Winnipeg, Manitoba; to promote Winnipeg as the host city for the Games; and to provide and assist in the preparation of facilities as may be required. The Society shall fulfill these obligations in accordance with the Business Plan. The Society agrees to use its best efforts to leave a tangible legacy, including facilities for amateur sport activities for future generations in Winnipeg.

2.2 The Society shall assume all outstanding responsibilities of The 1999 Pan-American Games Bid Committee (Wpg.) Inc., including without limitation, those responsibilities set out in the agreement made between the City of Winnipeg, the C.O.A. and The 1999 Pan-American Games Bid Committee (Wpg.) Inc. ("the Bid City Agreement") dated December 5, 1992 and cooperation agreements with various participating countries. The Society undertakes to take all steps and to sign such documents as may be necessary to give effect to the assumption of these responsibilities.

2.3 The Society shall be primarily volunteer based and its organizational structure is described in Appendix 1.

3. Representation of Canada, Manitoba and Winnipeg on the Board of Directors of the Society

3.1 The Society shall appoint a representative proposed by Canada, a representative proposed by Manitoba and a representative proposed by Winnipeg to its Board of

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

Directors and to the Executive Committee, the Finance Committee, the Risk Management Committee and to such other committees of the Society as may be requested by each Funding Partner.

3.2 Canada, Manitoba and Winnipeg may, at their discretion, and at their cost participate as a member of any of the Games volunteer committees, working groups or councils for the purpose of representing its interest in the planning, organizing, staging and aftermath of the Games.

4. Coordinating Committee

4.1 Canada, Manitoba and Winnipeg and the Society agree that as soon as this Agreement is executed, they will create a body to be known as the Coordinating Committee and that each of them will appoint one representative to sit on the Committee and that Winnipeg will appoint a secretary to the Committee. The secretary shall:

a. attend all Committee meetings;

b. circulate the draft Minutes of each meeting to each representative for approval within 14 days of the meeting;

c. circulate Minutes as approved by the Committee within 14 days of the date of approval by the last representative to all the representatives and to each member of the Board of the Society.

4.2 The purpose of the Coordinating Committee is to:

a. make recommendations to the Funding Partners:

i. to facilitate effective, coordinated planning and communication amongst all parties;

ii. with respect to coordination of financial transactions;

b. suggest a process for obtaining the approvals of each of Canada, Manitoba and Winnipeg on behalf of the Society;

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

c. to provide the primary means for communication among the parties with respect to this Agreement;

d. undertake such other tasks as may be assigned by the parties to this Agreement.

4.3 The Coordinating Committee shall meet at least quarterly, more frequently if necessary, with the chair rotating among its members. Exceptional meetings may be called by any party. To proceed with any meeting all parties must be represented. The representative of each Funding Partner on the Coordinating Committee of the Society shall be notified by the Secretary of the Coordinating Committee of all meetings of the Committee.

4.4 Business Plan

4.5 The Society will prepare the Business Plan which shall be submitted to and approved by resolution of its Board of Directors and provided to the Funding Partners by October 1, 1995 and approved by the Funding Partners by November 15, 1995 or such other date as the Funding Partners may agree upon. The Business Plan shall plan for the organizing, financing and carrying out of the Games and the fulfilment of the other responsibilities of the Society under the terms of this Agreement.

4.6 The Business Plan will use the following general framework:

a. a situational analysis of the Society in terms of where it is now and where it should be or wants to be;

b. development of values, vision, mission statement, areas of emphasis and goals and objectives;

c. development of a critical path to determine the activities required to meet each objective, division of each activity, into smaller, manageable tasks, assignment of tasks and responsibilities and establishment of realistic but flexible time lines for each task to be completed;

d. the allocation of resources (both human and financial) required to complete activities and tasks in conjunction with the established guidelines;

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

e. development of a realistic and fair evaluation mechanism for ongoing, periodic assessment.

4.7 The Business Plan will include the following:

a. a financial plan including sources of funding, proposed capital projects, operating expenses and a complete set of financial projections including capital and operating budgets and cash flow projections;

b. a marketing plan for the Games to be developed in conjunction with the Funding Partners and with COA;

c. a plan as to services required by the Society and a determination as to how those services would be provided. The plan will deal with services to be provided by each of the Funding Partners, services to be provided by the Society that are necessary to support services provided by the Funding Partners, and services provided by third parties;

d. a plan with respect to the recruitment and role of volunteers;

e. a provision for concluding development, access and use agreements with facility owners, as required, for the Games facilities;

f. a plan for a Legacy Fund to be developed in conjunction with the Funding Partners and with COA;

g. a risk management plan;

h. a plan for the greening of the Games;

i. any other plans relevant to the organizing and carrying out of the Games;

5. <u>Amendment to Business Plan - Accounting - Auditing</u>

5.1 The Society shall provide Canada, Manitoba and Winnipeg through the Coordinating Committee with updates to the Business Plan, including forecasts of revenues and expenses. This reporting is to be presented to Canada, Manitoba and Winnipeg on an ongoing basis, at least every six months. However, any substantial deviation from the Business Plan which might have substantial financial

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

5.2 The written consent for any of the following changes to the Business Plan shall be obtained from Canada, Manitoba and Winnipeg:

a. any proposed increase in the total financial requirements of the Games as stated in the Business Plan; or

b. any proposed reallocation of expenditures between major categories (such as reallocations between capital projects and between operating and capital expenditures) of the Business Plan, which:

i. would substantially impact directly or indirectly on Canada's, Manitoba's or Winnipeg's commitment, objectives, priorities or activities as specified in this Agreement; or

ii. is in excess of $1,000,000.

For any change referred to under this clause, the Society shall provide Canada, Manitoba and Winnipeg with details that the Funding Partners deem necessary in order to give consent. The Society shall obtain the approval of 75% of the members of both the Executive Committee and the Board of the Society to these types of changes to the Business Plan referred to in 6.2 above.

5.3 The fiscal year of the Society shall be based on the calendar year. Updated Budget estimates for the next fiscal year, consistent with the Business Plan and amendments thereto, will be submitted to the Funding Partners for information by October 1st of the previous year.

5.4 The Society shall provide to Canada, Manitoba and Winnipeg, within 30 days after the end of every month of each fiscal year, a financial statement for the Society's activities for that month.

5.5 The Society shall provide Canada, Manitoba and Winnipeg, with audited financial statements of the Society for each fiscal year of the Society, within 180 days of the fiscal year end.

5.6 The Society shall permit reasonable access during normal business hours, to auditors representing Canada, Manitoba and Winnipeg, to its operational and

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

financial records which will be maintained in accordance with conventional management and accounting principles.

5.7 Prior to implementing its audit plan and for each fiscal year of the Society, the Society shall provide to Canada, Manitoba and Winnipeg, a copy of the plan as developed by the auditors of the Society and approved by the finance committee of its Board of Directors. Should, in Canada's, Manitoba's or Winnipeg's opinion it be necessary that additional audit work be performed, the cost of such work shall be borne by the party requesting the additional audit work.

6. **Policies Governing Travel Expenses, Purchases of Goods and Services and Financial Management**

6.1 The Society shall by the 30th day of June, 1995 establish a Purchasing and Tendering policy pertaining to the purchase of all goods and services and including any contracts for the construction or improvement to any facility; that policy shall reflect normal standards of accountability for public funds, and shall be submitted to the Funding Partners for approval.

6.2 Tenders shall be evaluated by the Society from the perspective of the best interest of the Games (both conduct of the Games and Legacy Fund). While the lowest price is a major factor in evaluation of tenders, the Society is not obliged to accept the lowest price offered when it has reason to believe that accepting a different offer would be in the best interest of the Games.

6.3 The Society shall by the 30th day of June, 1995 establish a conflict of interest policy and a travel and expenses policy which shall be submitted to the Funding Partners for approval.

6.4 The Society shall by the 30th day of June, 1995 establish, a policy for monitoring the progress of capital projects and all matters relevant thereto and shall also establish a policy with respect to hiring, staff recruitment and contractual practises with the objective of ensuring that wages and fees paid by the Society or on behalf of the Society are comparable with the levels of wages and fees paid generally in the Province of Manitoba. These policies shall be submitted to the Funding Partners for approval.

6.5 The Society hereby undertakes, subject to Canada's international obligations, wherever possible and without impairing the successful financing of the Games,

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

to give priority to Canadians and Canadian economic interests in the selection of suppliers, licensees and contractors. In the event that significant Canadian economic interests could be materially affected by the choice of the supplier, licensee and/or contractor, the Society shall advise the Funding Partners, in writing, in advance of any decision related hereto being made.

7. **Surplus or Deficit From Games**

7.1 In the event of a Games' Surplus, the Society shall pay the surplus to the Legacy Fund.

7.2 Canada, Manitoba and Winnipeg shall not be responsible for any Games Deficit.

8. **Radio and Television Coverage**

8.1 Costs associated with radio and television coverage, including those related to the Host Broadcaster, are the responsibility of the Society.

8.2 Selection of a Host Broadcaster shall be at the sole discretion of the Society and carried out in accordance with the Society Purchasing and Tendering Policy.

8.3 The Society shall advise the Funding Partners in writing regarding domestic and international radio and television coverage of the Games. The Society will consult with Canada on the requirements for French language broadcasts.

8.4 The Society shall be entitled to accept a bid or bids to hold domestic broadcast rights from a broadcaster or broadcasters so as to maximize its broadcasting revenues while ensuring that basic national domestic radio and television broadcasts of the Games are done in both French and English.

9. **Cultural Program**

9.1 The Society, Canada, Manitoba and Winnipeg shall cooperate closely with each other to ensure that the Games' Cultural Festival reflects the cultural diversity of Canada, Manitoba and Winnipeg.

9.2 The Games' Cultural Festival shall be carried out in a manner that would foster a sense of national involvement and pride in the Games, taking into account the ability of the Society to raise supplemental funds.

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

10. **Games Sponsors**

10.1 The Society shall apply a fair, open and transparent competitive procurement process in selecting licensees subject to the conditions set out in the Host City Agreement.

10.2 The Society shall comply with Canada's policy on tobacco sponsorship in amateur sport, set out in Appendix 2, which prohibits federal funding of events that are sponsored directly or indirectly by tobacco product companies.

11. **Environment**

11.1 The Society shall comply with all applicable environmental laws. The Society shall consult with Canada and Manitoba and shall, where required, have initial environmental screenings or environmental assessments conducted in accordance with the Canadian *Environmental Assessment Act* and/or *The Environment Act* of Manitoba and in accordance with generally accepted environmental practices. A written report summarizing the results of any screenings or assessments shall be provided to the Funding Partners within 30 days of their completion.

11.2 Pursuant to clause 12.1, should an activity be identified as possibly having adverse effects on the environment, a detailed environmental assessment of the activity shall be conducted. The activity will not proceed until such time as the adverse environmental effects are addressed in a manner that is satisfactory to all Parties.

12. **Protocol and Ceremonial**

12.1 The Society shall consult with the Funding Partners in developing a draft policy on the ceremonial procedures and protocol of the Games as it relates to the rights of the Funding Partners only. The Society shall thereafter obtain the Funding Partners' written consent prior to the implementation of the final version of the policy and to any subsequent changes to it.

12.2 The ceremonial procedures and protocol shall conform to the by-laws of PASO.

13. **Accreditation of the Royal Family and Federal and Related Officials**

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

13

13.1 The Society agrees that it shall use its best efforts to give appropriate accreditation to all persons identified by Canada as belonging to one of the following categories:

a. the Queen and royal family members;

b. the Governor General and immediate family members;

c. the Prime Minister and immediate family members;

d. the Minister of Communications and immediate family members;

e. Cabinet members and a guest;

f. members of the Senate and House of Commons;

g. a limited number of Federal Government officials; and

h. a limited number of persons with an interest in amateur sport whom it is in the interest of Canada to invite to the Games.

13.2 The Society agrees to treat representatives and guests of Canada at the Games in a manner befitting their office and on a basis no less favourable than comparable representatives of other levels of Government or sponsors.

14. Accreditation of Provincial and Related Officials

14.1 The Society agrees that it shall use its best efforts to give appropriate accreditation to all persons identified by Manitoba as belonging to one of the following categories:

a. the Lieutenant Governor and immediate family members;

b. the Premier and immediate family members;

c. the Minister Responsible for Sport and immediate family members;

d. Cabinet members and a guest;

e. Members of the Legislative Assembly of Manitoba and a guest;

f. a limited number of Provincial Government officials; and

g. a limited number of persons with an interest in amateur sport whom it is in the interest of Manitoba to invite to the Games.

14.2 The Society agrees to treat representatives and guests of Manitoba at the Games in a manner befitting their office and on a basis no less favourable than comparable representatives of other levels of Government or sponsors.

15. **Accreditation of Winnipeg and Related Officials**

15.1 The Society agrees that it shall use its best efforts to give appropriate accreditation to all persons identified by Winnipeg as belonging to one of the following categories:

a. the Mayor and immediate family members;

b. members of Council and a guest;

c. a limited number of Winnipeg Government officials;

d. a limited number of persons with an interest in amateur sport whom it is in the interest of Winnipeg to invite to the Games.

15.2 The Society agrees to treat representatives and guests of Winnipeg at the Games in a manner befitting their office and on a basis no less favourable and comparable representatives of other levels of Government or sponsors.

C. **FINANCING OF GAMES**

16. **Canada, Manitoba and Winnipeg Financial Commitments**

16.1 **Funding for Planning, Organizing and Staging of the Games**

Subject to the execution of the Host City Agreement and the provisions of this Agreement, Canada, Manitoba and Winnipeg agree that each of them shall provide

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

the Society with funds for purposes relating to the successful planning, organizing and staging of the Games as follows:

Canada's Contribution shall be $30 million;
Manitoba's Contribution shall be $23 million;
Winnipeg's Contribution shall be $8 million.

16.2 Services and Gifts in Kind

Subject to the execution of the Host City Agreement and the provisions of this Agreement, Canada, Manitoba and Winnipeg agree that each of them shall provide the Society with services and gifts in kind (except for those Discretionary Federal Services for which there is a charge to the Society) without costs to it as follows:

a. Winnipeg's services and gifts in kind are projected to cost it $2 million and will be provided in accordance with sub-agreements between it and the Society.

b. Manitoba's Services and gifts in kind are projected to cost it $500,000 and will be provided in accordance with sub-agreements between it and the Society.

c. Canada:

i. **Essential Federal Services, and other Services**

Canada agrees to provide as its sole expense, for the benefit of the Society, Essential Federal Services (e.g. Security, Customs and Immigration). These Essential Federal Services will be specified in sub-agreements between Canada and the Society. Canada will also provide other services, at its sole expense, relating to the management and promotion of Canada's interest in the Games. Canada will consult with the Society on its plans and proposed expenditures to promote and manage its interest in the Games, up to and during the Games and will, where appropriate, at its sole discretion, coordinate such plans and expenditures to the mutual benefit of both parties. The projected cost of providing Essential Federal Services and services relating to the management and promotion of Canada's interest in the Games is $7 million.

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

ii. **Discretionary Federal Services**

Canada and the Society may enter into sub-agreements with respect to Discretionary Federal Services.

Discretionary Federal Services will not be provided if they are:

(aa) in direct competition with comparable services which are obtainable from the private sector or other non-government services; or

(bb) reasonably obtainable from another Canadian source including other levels of government, volunteers or sponsors.

16.3 The sub-agreements referenced in Article 17.2 will contain all relevant terms and conditions with respect to:

a. services to be provided to the Society;

b. services to be provided by the Society to the Funding Partner necessary to support services provided by the Funding Partner.

16.4 <u>Cash Flow</u>

a. Any funds paid to the Society by a Funding Partner prior to the execution of this Agreement, constitute a portion of that Funding Partner's total contribution under Article 17.1

b. The Funding Partners and the Society agree to enter into supplementary agreements for the provision of funding in 1995.

c. The remaining cash flow funding by each Funding Partner will be determined upon approval of the Business Plan.

16.5 <u>Restriction on Use of Funds</u>

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

Unless the Funding Partners otherwise consent in writing, no monies received by the Society from that Funding Partner under this Agreement or subsequent detailed agreements are to be used to pay for or otherwise, directly or indirectly, reimburse Canada, Manitoba, any municipal government for any of the costs, incremental or otherwise, which may be incurred by them in connection with the Games.

16.6 All interest earned for the Society on funds held by it shall be added to its operating revenues as earned income.

16.7 Capital projects and projected capital expenditures together with the use of funds for operating purposes and projected operating expenditures of the Society with respect to planning, organizing and staging of the Games are to be included in the Society's Business Plan and require the approval by the Funding Partners as a part of its overall approval of the Business Plan.

16.8 Permanent Games Facilities funded under this Agreement shall be made available before, during and after the Games to Canadian athletes (including High Performance Amateur Athletes) for the purpose of training and/or competing. In this regard, the Society will use its best efforts to advance and protect the interest of High Performance Amateur Athletes in agreements into which it enters relating to these Games facilities.

16.9 Consultation among the parties shall take place during the planning, organization and executing stages of the projects to which any Funding Partner provides capital funding. In this regard, each Funding Partner providing the capital funding shall be entitled to participate in any committee or working group relating to any such project and detailed plans and specifications for such project shall be approved by the owner of the facility.

16.10 The Society and the Funding Partners will participate equally in the naming or renaming of any new or refurbished facility funded under this Agreement.

17. Legacy Fund

17.1 After consultation with Funding Partners through the Coordinating Committee, a Trust will be established by the Society. The purpose of the Trust will be to direct and manage the Legacy Fund.

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

17.2 After consultation with Funding Partners through the Coordinating Committee, the Society will propose terms and conditions to govern the Trust, the objective of which will be to maximize the legacy benefits for amateur sport in Canada. The written approval of Canada, Manitoba and Winnipeg of the proposed terms and conditions is required (prior to their implementation). The proposed terms and conditions shall be submitted by the Society by the 30th day of October, 1996 and approved by the Funding Partners by the 31st day of December, 1996 [or such later date as the Funding Partners may agree.]

17.3 After consultation with all of the Funding Partners and subject to first obtaining the written approval of Canada, Manitoba and Winnipeg, the Society shall make the appropriate appointments including representation of the Funding Partners for the purpose of governing the Trust. The Society nominees will generally include parties with a direct interest in the legacy of the Games.

17.4 The following monies shall be deposited to the Legacy Fund:

a. the Games Surplus, if any;

b. donations to the Legacy Fund from the public;

c. any other donations or contributions to the Legacy Fund which shall not include any monies required to be advanced by the Funding Partners under this Agreement;

d. any other donations or contributions to the Legacy Fund by any Funding Partner in excess of the monies required to be funded by the Funding Partner pursuant to this Agreement.

17.5 The income from the Trust will be allocated based upon the terms and conditions of the Trust.

18. Society Financial Responsibilities and Other Sources of Revenue

18.1 The Society agrees, through a marketing plan developed as part of its Business Plan to raise funds and obtain gifts in kind to be used for purposes related to the successful planning, organizing and staging of the Games. The Society agrees to promptly advise all Funding Partners in writing of any forecast that projects a Games Deficit in accordance with the provisions of Article 6.

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

D. FINANCIAL RESPONSIBILITY FOR ORGANIZING AND STAGING GAMES

19. Undertaking by the Society With Respect to the Games

19.1 The Society shall:

a. organize, manage, promote and conduct the Games in accordance with the provisions of this Agreement, any applicable rules and regulations of PASO, any appropriate rules and regulations of the Canadian Olympic Association on the understanding that there will be a full and open consultation between the Society, Canada, Manitoba and Winnipeg through the Coordinating Committee in the event of significant changes to those rules and regulations between the time of the date of the Agreement and the conduct and completion of the Games and responsibilities of the Society pertaining thereto;

b. invite Canada, Manitoba and Winnipeg to nominate their respective voting member to the Society's Board of Directors, it being understood that reasonable travel and out of pocket expenses (but no other costs) for those directors shall be borne by the Society. However, the Society shall not be responsible for any costs of representatives of the Funding Partners relating to participation on Committees of the Society;

c. at all times conduct its affairs in a financially responsible manner in accordance with its purchasing and tendering practises policy and other approved policies;

d. publicly declare that it is an Equal Opportunity Employer and shall respect the principles of pay equity in relation to its salaried employees; and

e. provide opportunities for as many Canadians as is reasonably possible from all walks of life to participate in the spirit of the Games and to feel a sense of pride and accomplishment in the Games.

f. notwithstanding any other provision of this Agreement, the Society agrees to provide to Canada, Manitoba and Winnipeg all relevant information deemed necessary by Canada, Manitoba and Winnipeg to assist any of them

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

in the protection of their interests or the provision of their assistance to the Society related to the planning, organizing, staging or aftermath of the Games.

E. IMPLEMENTATION OF AGREEMENT

20. Recognition of Contributions

20.1 The Society shall use its best efforts to ensure, in a manner acceptable to Canada, Manitoba and Winnipeg, that they respectively receive full credit for their interest in, contribution to, and assistance with the Games and all activities, projects, communications, announcements, publicity, signs or other appropriate means of communication or commemoration over which the Society has influence or control. Communication with the public in all reasonable circumstances, or upon Canada's, Manitoba's or Winnipeg's request, will be in both English and French.

21. Detailed Plans and Specifications for Work

21.1 Detailed plans and specifications for all capital projects shall be consistent with the approved Business Plan.

22. Liability and Indemnification

22.1 Unless otherwise specifically provided for herein, nothing in this agreement shall imply the assumption of any responsibility by Canada, Manitoba or Winnipeg for any aspect of the organization, construction, management, staging or financing of the Games.

22.2 Subject always to the provisions of Article 23.8 hereof the Society agrees that Canada, Manitoba or Winnipeg shall not be liable to the Society or to any other entity or person for any claim, demand, damages or rights or causes of action, whatsoever, arising out of, incidental to, or in any manner connected directly or indirectly with the Games or any work constructed or operated by or on behalf of the Society, whether caused by, resulting from or incidental to the use or occupancy, in any connection with the Games, of any lands, buildings, fixtures and facilities with the exception of:

a. the obligations of the Funding Partners under this Agreement; and

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

b. Winnipeg's obligation under the Host City Agreement.

22.3 The Society shall save harmless and indemnify Canada, Manitoba, Winnipeg and the Society's employees, volunteers, appointees, committee members, officials and agents against any and all claims, liabilities, demands, damages, rights or causes or action, and expense whatsoever, including without limiting the generality of the foregoing, legal costs on a solicitor/client basis, made or asserted by any third party arising out of or incidental to this Agreement or the use or occupancy, in connection with the Games, of any lands, buildings, fixtures and facilities with the exception of:

a. the obligations of the Funding Partners under this Agreement; and
b. Winnipeg's obligation under the Host City Agreement.

22.4 Notwithstanding anything contained herein, the Funding Partners' obligations under this Agreement are:

a. as to Canada subject to the appropriation of necessary funds by Canada in accordance with the provisions of *The Financial Administration Act* with respect to the fiscal year or years during which the said obligations are to be fulfilled;

b. as to Manitoba subject to the appropriation of necessary funds by Manitoba in accordance with the provisions of *The Financial Administration Act* with respect to the fiscal year or years during which the said obligations are to be fulfilled;

c. conditional upon the Funding Partners determining at any time and from time to time that the Society is substantially complying with the provisions of this Agreement.

22.5 Notwithstanding anything contained in this Agreement (other than the provisions of clause 23.8, 23.9 and 23.10), it is agreed that Canada, Manitoba and Winnipeg do not, by their financial or other assistance to the Society, assume any responsibility for errors, negligence, mismanagement or debts incurred by the Society, its Board of Directors, employees or agents.

22.6 It is acknowledged that the Society is not an agent of Canada, Manitoba or Winnipeg and they are not agents of the Society and the parties agree that no party

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

shall hold itself out nor purport to enter into contracts as an agent contracting on behalf of the other party with any person or group of persons. The parties further agree to draw this fact to the attention of any person or group of persons with whom they have contractual or commercial dealings.

22.7 The Society shall, at its expense, obtain and maintain all appropriate insurance coverage including Directors and Officers Liability, loss of revenue and such other insurance as deemed necessary by the Risk Management Committee, on its behalf and on behalf of its directors, officers, employees, volunteers, officials and agents, from the day this Agreement is signed or the day the Society commences its operation, whichever is the later, until the day the Society is wound-up or such other period as dictated by a specific policy and/or exposure. The extent of the coverage is to be phased in commensurate with the risks involved, with public liability insurance of Fifty Million ($50,000,000.00) Dollars or such amount as may be otherwise agreed to by the Funding Partners for each occurrence during the Games themselves and for a reasonable period of time before and after. The Society shall produce to Canada, Manitoba and Winnipeg, upon demand, evidence satisfactory to them of such insurance and the payment of premiums with respect to it. Canada, Manitoba and Winnipeg shall be named as insured on all such policies where applicable for the purposes of indemnification. Any Funding Partner shall have the right to demand and the Society shall alter the limits and/or coverage of insurance as required or deemed necessary by the Funding Partners from time to time during the term of this Agreement.

22.8 Winnipeg and Manitoba hereby covenant and agree to indemnify and save harmless all of the directors and officers of the Society, their heirs, and legal representatives against all costs, charges, expenses, suits, claims and damages (including any legal costs on a solicitor and client basis and any amount paid to settle an action or satisfy a judgment) reasonably incurred by a director or officer in respect of any civil, criminal or administrative action or proceeding save and except:

a. In the case of Winnipeg for any such action or proceeding arising out of the enforcement or administration of any City By-law or regulation to which he or she is made a party by reason of being or having been acting in the capacity as a director or officer of the Society.

b. In the case of Manitoba, any such action or proceeding arising out of the enforcement or administration by Manitoba of the *Criminal Code*, provincial

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

statutes or regulations to which he or she is made a party by reason of being or having been acting in the capacity as a director or officer of the Society,

if:

i. the director or officer acted honestly and in good faith with a view to the best interest of the Society; and

ii. in the case of a criminal or administrative action or proceeding the director or officer had reasonable grounds for believing that their conduct was lawful.

This indemnity shall apply only to the extent that a director or officer of the Society is not covered by liability insurance. If an officer or director is covered by liability insurance this indemnity shall apply only to that part of such claim which is in excess of the amount recoverable or recovered from such insurance.

22.9 Manitoba and Winnipeg agree that they shall share equally the cost of the indemnification of directors or officers of the Society except that:

a. Manitoba shall be solely responsible for all costs of indemnification with respect to actions or proceedings arising out of the enforcement or administration of any City of Winnipeg By-law or regulation.

b. Winnipeg shall be solely responsible for all costs of indemnification with respect to actions or proceedings arising out of the enforcement or administration by Manitoba of the *Criminal Code*, provincial statutes or regulations.

"Costs" for the purpose of this paragraph shall mean all costs related to the indemnification, including without limitation legal costs on a solicitor and client basis.

22.10 In the event and each time that an action or proceeding, to which the indemnity provided for in Article 23.8 applies, is brought against a director or officer of the Society the following shall apply:

a. upon being served with notice of the action or proceeding the director or officer shall notify Winnipeg and Manitoba;

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

b. upon receiving notice pursuant to clause (a) a representative of Winnipeg and of Manitoba and of the Society shall meet and appoint counsel acceptable to all parties. Should the parties be unable to agree on counsel, Winnipeg and Manitoba shall appoint counsel agreeable to them. If Winnipeg and Manitoba acting reasonably cannot agree on counsel then Manitoba shall unilaterally appoint counsel. Winnipeg and Manitoba shall accept responsibility for the conduct of the action or proceeding and the director or officer shall cooperate fully with counsel;

c. where notice pursuant to clause (a) is with respect to an action or proceeding to which clause 23.9(a) applies the process set out in clause (b) shall be followed but Winnipeg shall not participate;

d. where the notice pursuant to clause (a) is with respect to an action or proceeding to which clause 23.9(b) applies the process set out in clause (b) shall be followed but Manitoba shall not participate.

23. **Conflict of Interest**

23.1 No member of the Parliament of Canada or its' employees shall be admitted to any share or part of this Agreement, or to any benefits that may arise there from.

23.2 No member of the Legislative Assembly of Manitoba or its' employees shall be admitted to any share or part of this Agreement, or to any benefits that may arise there from.

23.3 No member of the Winnipeg City Council or its' employees shall be admitted to any share or part of this Agreement, or to any benefits that may arise there from.

23.4 Directors, officers, members and employees of the Society shall not directly or indirectly derive any financial gain or benefit arising out of any dealings with the Society unless they have provided the Society with full disclosure and particulars of their interest in the matter in question, and thereafter have not participated in any decision which would directly or indirectly result in financial gain or benefit to them, and the relevant policies of the Society have been complied with.

24. **Distribution of Assets**

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

24.1 After completion of the Games and prior to winding-up, the Society shall dispose of all of its real or personal property, including sports equipment, office furniture, supplies, etc. The Funding Partners shall be consulted on pricing and asset distribution policies.

24.2 Any monies recovered by the Society through the sale of its assets shall be added to its operating revenues as earned income.

25. National Sports Governing Bodies

25.1 In respect of sports included in the Games, the Society shall consult with PASO and the Canadian Olympic Association on the technical aspects of the Programs as they relate to their respective disciplines.

26. Default and Remedies

26.1 The following constitute events of default:

a. a material breach by the Society of a term or condition or commitment provided for in this Agreement;

b. the Society becomes bankrupt or insolvent or is placed in a receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors.

26.2 Where in the reasonable opinion of a Funding Partner there is an event of default under clause 27.1(a), the Funding Partner shall give written notice of the default to the Society and to the other Funding Partners (which notice shall set out in sufficient detail the facts upon which the default is alleged to be based). The Society shall forthwith upon recept of such written notice call a meeting of the Board of Directors of the Society (to be held within 7 days of receipt of the notice), to which senior representatives of all of the Funding Partners shall be invited and shall attend and at which meeting the Funding Partner alleging the default shall attend and shall review with the Board and the other Funding Partners in detail the facts on which it alleges the default is founded:

a. where the default is not remedied to the Funding Partner's satisfaction acting reasonably within 37 days from the receipt by the Society of such notice or 30 days from the date of the meeting, whichever is earlier (the

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

"Remedy Date"), the Funding Partner shall have the right to avail itself of the remedy provided for in Article 27.4(a);

b. where, in the reasonable opinion of the Funding Partner, the event of default is not capable of being remedied prior to the Remedy Date (but can be remedied within 30 days of the Remedy Date) and provided that the Society has begun to remedy the event of default and continues diligently to remedy the event of default thereafter, the Funding Partner shall only have the right to avail itself of the remedy provided for in clause 27.4(b), where the default is not remedied to the Funding Partners' satisfaction acting reasonably, after 30 days after the Remedy Date.

26.3 Where in the reasonable opinion of a Funding Partner an event of default under clause 27.1(b) has occurred the Funding Partner shall give written notice of the event of default to the Society and to the other Funding Partners. If the Society has not remedied the event of default to the reasonable satisfaction of the Funding Partner within 30 days of receipt of notice the Funding Partner will be entitled to exercise the remedy set out in clause 27.4(b).

26.4 A Funding Partner may in accordance with this Article avail itself of the following remedies:

a. with respect to a default under clause 27.1(a), the Funding Partner may suspend its funding until such time as the default is remedied;

b. with respect to a default under clause 27.1(b), the Funding Partner may rescind this Agreement and immediately terminate any financial obligation arising out of it.

26.5 As used in this Article, "material breach" means a breach which significantly and materially affects the rights, interests or obligations of a Funding Partner as set out in this Agreement.

27. **Cancellation**

27.1 In the event the Games are cancelled, transferred or postponed:

a. Canada may, in its discretion, complete the carrying out of its obligations under this Agreement and at the time of such cancellation, transfer or

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

postponement, the Society shall forthwith return to Canada all of Canada's financial assistance paid to it which was not expended or legally obligated by the Society, unless otherwise agreed to in writing by Canada;

b. Manitoba may, in its discretion, complete the carrying out of its obligations under this Agreement and at the time of such cancellation, transfer or postponement, the Society shall forthwith return to Manitoba all of Manitoba's financial assistance paid to it which was not expended or legally obligated by the Society, unless otherwise agreed to in writing by Manitoba;

c. Winnipeg may, in its discretion, complete the carrying out of its obligations under this Agreement and at the time of such cancellation, transfer or postponement, the Society shall forthwith return to Winnipeg all of Winnipeg's financial assistance paid to it which was not expended or legally obligated by the Society, unless otherwise agreed to in writing by Winnipeg.

28. Use of Games Trade Mark

28.1 The Society consents to the use by each Funding Partner of the official marks and copyright designs of the Games on terms and conditions to be set out in a sub-agreement to this Agreement between the Society and each Funding Partner. The Society will not unreasonably withhold approval of each Funding Partner's non-commercial use of the official marks and copyright designs of the Games. The prior written approval of the COA is required if any of the Funding Partners intent to use the official marks and copyrights owned by the COA.

29. General Provisions

29.1 No waiver by a party of any default under this Agreement shall be effected unless given to the other party or parties in writing. No waiver by a party of any default hereunder shall operate as a waiver of any other default, whether of a like or different character.

29.2 Every provision of this Agreement or provisions incorporated herein from other documents is intended to be severable. If any term or provision hereof or incorporated herein is illegal or invalid for any reason whatsoever, such legality or invalidity shall not affect the legality and validity of the remainder of this Agreement.

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

29.3 Words in the singular include the plural, and words in the plural include the singular.

29.4 This Agreement constitutes the entire agreement between the parties with respect to funding of the Games. It takes precedence over, cancels, and replaces any other Agreement, undertaking, contract, quasi-contract or obligation that may have been concluded or may exist between the parties with respect to the Games.

29.5 This Agreement and the benefits arising from it are not assignable, except with the prior written consent of the Funding Partners.

30. Notices

30.1 Any notice required or permitted to be sent under this Agreement, shall be sent by personal delivery and by facsimile transmission, confirmed by return transmission to the address of the party in this Article:

a. For Canada:

Bill Balan
Regional Executive Director
Prairie & NWT Region
Canadian Heritage
201 - 303 Main Street
Winnipeg MB R3C 3G7
Facsimile No.: (204)984-6996

b. For The Society:

H.S. Riley
President
Pan American Games Society (Wpg 1999) Inc.
447 Portage Avenue
Winnipeg MB R3B 3H5
Facsimile No.: (204)956-1446

c. For Manitoba:

Ted Bigelow
Director
Sport Directorate
Room 710, 155 Carlton Street
Winnipeg MB R3C 3H8
Facsimile No.: (204)945-3795

d. For Winnipeg:

City Clerk
510 Main Street
Winnipeg MB R3B 1B9

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

30.2 The notice is deemed to be received on the day following the day upon which it is actually received.

30.3 The day the notice is actually received will be the earlier of service by personal delivery and service by facsimile.

31. **Revisions**

31.1 This Agreement may be revised from time to time by written agreement of the parties.

31.2 Canada, Manitoba and Winnipeg each reserve their right to reopen and revise this Agreement if, in the reasonable opinion of any of them, other agreements entered into by the Society with other parties involved in the Games materially contradict or derogate from the principles or objectives of Canada, Manitoba or Winnipeg as set out in this Agreement.

32. **Execution**

32.1 The parties warrant and represent to each other that they have respectively taken all legally required actions, corporate or otherwise, to enter into this Agreement and to authorize their officers and officials to execute this Agreement.

33. **Interpretation**

33.1 This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Manitoba.

34. This Agreement shall terminate on the 31st day of December, 1999 or such later date as the Funding Partners may agree.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto under their hand and seal or by their proper officers or representatives duly authorized in that behalf, on the day and year first above written.

Schedule "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 22, 1995 (continued)

30

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
BY MINISTER OF COMMUNICATIONS

Per: _____

Per: _____

SPORT

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA BY THE MINISTER RESPONSIBLE FOR

Per: _____

Per: _____

THE CITY OF WINNIPEG

Per: _____

Per: _____

THE PAN AMERICAN GAMES SOCIETY (WPG 1999) INC.

Per: _____

Per: _____

February 22, 1995 Schedule "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated

ACTIVE MEMBERS HONOURARY

PAN AMERICAN GAMES SOCIETY (WPG 1999) INC.

EXECUTIVE COMMITTEE (5 - 10 Members)

Board of Directors (15 - 25 Members)

Chairman
Vice-Chair

Finance
Operations
Sports
Facilities
Volunteers
Special Events & Protocol
Media & Broadcasting
Festival
Marketing & Promotion

Secretary

City Designate
Provincial Designate
Federal Designate
COA Designate
COA Designate
COA Designate
COA Designate
COA Designate
COA Designate
COA Designate

Ex-Officio

President
Executive Vice-President

Government Liaison - by Invitation of the Chair

City Designate
Provincial Designate
Federal Designate